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ABSTRACT

Collective bargaining agreements between the boards of trustees and faculty associations of 13 selected community college districts in Wisconsin are presented, representing contracts in effect in 1987. Contracts for the following colleges and districts are presented: Blackhawk Technical Institute; Fox Valley Technical Institute; Gateway Technical Institute; Lakeshore Technical Institute; Mid-State Technical Institute; Madison Area Technical College; Milwaukee Area Technical College; Moraine Park Technical Institute; North Central Vocational, Technical and Adult Education District; Northeast Wisconsin Technical Institute; Southwest Wisconsin Vocational-Technical Institute; Waukesha County Technical Institute; and Wisconsin Indianhead Vocational, Technical and Adult Education District. With some variation among the agreements in terms of coverage and detail, the following topics are dealt with: recognition of bargaining agent; management, employee, and association rights; grievance procedures; personal and professional leaves of absence; employee working conditions; salaries; insurance and other benefits; a no strike clause; the college calendar; faculty workload; retirement; teacher discharge and discipline; personnel files; and academic freedom. Salary schedules are appended to many of the agreements. (EJV)

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SELECTED COLLECTIVE BARGAINING AGREEMENTS OF WISCONSIN TWO-YEAR COLLEGES

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1985-86 AGREEMENT

BETWEEN THE

BLACKHAWK BOARD OF VOCATIONAL,
TECHNICAL AND ADULT EDUCATION

AND THE

BLACKHAWK TEACHER'S FEDERATION
LOCAL 2308, WFT, AFL-CIO

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PREAMBLE

It is the mutual intent of the parties to this Agreement to work together to achieve the common aim of educational excellence through the collective bargaining procedure. Therefore, this Agreement is made and entered into, to be effective on the first day of July, 1985, by and between the Blackhawk Board of Vocational, Technical and Adult Education, Blackhawk Technical Institute, hereinafter referred to as the "Board," "Blackhawk Tech," or the word "District," and the Blackhawk Technical Faculty Federation, Local 2308, AFT, WFT, AFL-CIO, hereinafter referred to as the "Federation."

ARTICLE I RECOGNITION AND SCOPE

Section A - Recognition

The Board recognizes the Federation as the exclusive bargaining representative of all full-time teaching personnel of the Blackhawk Vocational, Technical and Adult Education District excluding clerical, custodial and supervisory personnel, but including the positions of Student Counselor, Librarian and Federally Funded Teacher. (Reference: Certification by the Wisconsin Employment Relations Board Case II No. 16618 ME-898 Decision No. 11726-A). The Board further recognizes the Federation as the exclusive bargaining representative of all full-time Federally Funded Teachers, defined as being teachers who teach more than 50% of their time in projects which are numbered federal projects that are contingent upon an annual funding by the Federal Government.

Section B - Implementation

1. The Board shall make available to the Federation any and all public information, statistics, and records concerning the school district which the Federation may deem to be relevant to negotiations, or necessary for the proper enforcement of this Agreement. The word "public" as used in this section, shall refer to any documents, reports, statistics, studies and other such information.

2. The Board shall permit a designated local Federation or staff member of the Federation, to visit any of the schools within the District to investigate working conditions, teacher complaints or problems, or for any other purpose relating to the terms and conditions of this Agreement. If conferences with members of the bargaining unit or Federation members are necessary or required, such conferences shall be scheduled so as not to interfere with the instructional program.

3. Any District policy in conflict with this Agreement shall cease and be terminated on the effective date of this Agreement.

4. In the event that any members of the Federation bargaining team are required to participate during working hours in meetings or in negotiations with the District respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss of pay.

5. The District, at its expense, shall print the final Agreement, and provide the Federation with sufficient copies for distribution to all members of the bargaining unit, plus an additional thirty-five (35) copies. The Board, or its representatives, agree to meet with the Federation within fifteen (15) days after the ratification of this Agreement or the date of an Arbitrator's award for the purpose of proofing the Agreement and arranging to authorize the printing of the Agreement and any addenda thereto. The printing of the Agreement and distribution to the Union shall be completed within thirty (30) days after the above-noted meeting. The aforesaid thirty (30) days shall start to run from the Union's written certification that the draft of the collective bargaining agreement reviewed at the above-noted meeting meets with the Union's complete approval.

6. The duly authorized representative of the Federation shall receive three (3) copies [illegible] the minutes of all Board meetings, and prior to all Board meetings, shall be provided with three (3) copies of any agenda prepared for such meetings. All copies required under this paragraph shall be placed in the mailbox of the designee of the Federation. The Federation, through its officers or members shall, upon their request, be entitled to appear before the Board at any meeting and to speak on any issues on the agenda of such meeting.

7. The Board, or its representatives, shall meet, from time to time, with the representatives of the Federation, at the request of either party, to discuss matters relating to the implementation of this Agreement.

Section C - Employee Facilities

1. The District shall provide adequate working conditions for all members of the bargaining unit. Such conditions shall meet all standards as set forth by the State of Wisconsin DILHR and the standards of the Occupational Safety and Health Act.

Section D - Definition of Full-time and Regular Part-Time Instructional Staff

Full-Time Instructional Staff - Instructional staff who teach full-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 101 or more points.

It is the intention of the parties that the average work load is intended to be 200 points per year. Parties agree that a load of 201 points or more per year will be subject to additional payment according to a formula determined by the WERC as a result of arbitration of the issue by the WERC.

Full-Time Instructional Staff Hired for Less than a Contract Year - An instructional staff member employed for less than a full contract year (38 weeks) who does not qualify as full-time as defined above shall be considered full-time for the balance of the contract year if the program is expected to continue (that is; the position would normally generate 101-200 points per contract year) the following year.

Regular Part-Time Instructional Staff - Instructional staff who teach part-time, in State-designated programs, shall be defined as those whose scheduled total point load for the school year (38 weeks) is 100 points or less.

Full-Time Non-Instructional Staff - Full-time non-instructional staff are defined as certified counselors, librarians and media specialists who are employed 666 hours or more per contract year (38 weeks).

ARTICLE II MANAGEMENT RIGHTS AND RESPONSIBILITIES

The District Board, unless otherwise herein provided, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administration, and administrative control of the school system and its properties and facilities, and the activities of its employees; as they relate to their employment.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions of their continued employment, to relieve from duty because of lack of work, to discipline, demote or dismiss as deemed necessary or advisable by the Board.

3. To establish courses of instruction, including special programs, and to provide for recreational and social events for students, all as deemed necessary or advisable by the Board.

4. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.

The exercise of the foregoing powers, rights authority, duties and responsibilities by the District Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and Wisconsin Statutes; Section 111.70, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of Wisconsin, and the Constitution and Laws of the United States.

ARTICLE III FAIR PRACTICES

Section A

The Board shall not discriminate against any employee on the basis of race, creed, national origin, sex, age, handicap, marital status, political affiliation, or membership in or association with the activities of any employee organization.

Section B

The principle of equal pay shall be observed for all employees for comparable work and duties, and all fringe benefits shall apply to all employees in the same manner, and all employees shall have equal opportunity for advancement within the organization.

ARTICLE IV DUES DEDUCTION AND SENIORITY

Section A - Seniority

Seniority shall be the length of continuous service of a teacher in the District. Continuous service shall be determined in reference to unbroken service to the District and with reference to the sections of this Agreement pertaining to Leaves of Absence. Teachers who were employed in vocational school systems that were merged into Blackhawk Tech at the formation of the District in 1968, shall have their continuous service in such former vocational school district included in computing seniority, provided that such service was continuous as described in this section.

Employees on approved leave or layoff status, as contractually provided herein shall continue to accrue seniority for all purposes.

A list shall be maintained by the District showing the seniority of each member of the bargaining unit. Such list shall be made available to the individual teachers and the Federation on or about the 15th day of October each year.

Section B - Fair Share Agreement

1. Membership in the Federation is not compulsory. An employee may join the Federation and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed or sex. This Section is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Section whenever the Commission finds that the Federation has denied an employee membership because of race, color, creed or sex.

2. The Federation will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Federation equivalent to the uniform dues required of members of the Federation.

3. The Board agrees to deduct the amount of dues certified by the Federation as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Federation on or before the 8th of the following month in which deduction is made.

4. All funds collected by the District as a result of deducting 1/18th or 1/24th of the dues of the Federation each pay period dependent upon the selection of Method of Payment made by the individual teacher under Article IX, Section D, of this Agreement shall be remitted to the Treasurer of the Federation (Local #2308) monthly. The amount of such dues shall be set by the Federation, and the District shall be notified in writing at least two weeks prior to the first deductions, under this article, of the amount of such dues.

5. The Federation shall hold and save the District harmless and pay reasonable costs for liabilities arising from amounts improperly checked-off and remitted to the Federation, except where the error is the District's own. Reasonable costs shall be defined as including but not limited to indemnification for damages and costs, any interest relating thereto, as well as reasonable attorney fees.

ARTICLE V GRIEVANCE PROCEDURE

Section A - Definitions

1. A grievance is a complaint by an employee of the bargaining unit or by the Federation where there has been an alleged violation, misinterpretation, or misapplication of this agreement, or any other written agreement between the parties.

2. The Federation shall have the right to present, process, or appeal a grievance in its name, or in the name of any employee in the bargaining unit, and also the right to take a grievance at any level on its own behalf and to continue the processing of said grievance.

3. The grievance procedures provided in this Agreement shall be supplementary or cumulative to, rather that exclusive of, any procedures or remedies afforded to any teacher by law.

4. No decision or adjustment of a grievance shall be contrary to any provisions of this Agreement existing between the parties hereto.

5. Failure at any step of this procedure to communicate the decision required on any grievance within the specified time limits stated therein, shall permit the Federation to submit an appeal to the next step of the procedure.

6. Time limits specified within the procedures for presenting a grievance may be waived or extended in any specific instance by mutual agreement between the parties, in writing.

7. The District shall allow reasonable time, without loss of salary, for a previously designated Federation representative, or officer of the Federation, to present a grievance for the Federation or assist a member of the bargaining unit in the presentation of a grievance and appear with the aggrieved party during the steps of the procedures involved in presenting the grievance.

8. Other employees not referred to above, shall be excused from regular assignments with pay in order to appear as a witness at a hearing before the Board or an arbitrator, but only for the period he/she is actually required to be present for the purpose of testifying or there existed the legitimate and reasonable expectation that he/she might be expected to testify. Such excused absence shall be determined by the two representatives of the parties either prior to or during the hearing.

Section B - Procedures for Adjustment of Grievance

Grievances shall be presented and adjusted in accordance with the following procedures:

STEP ONE

An aggrieved party shall promptly attempt to resolve a grievance by oral discussion with his/her immediate supervisory above bargaining unit level, either directly or accompanied by a Federation representative, within twenty

(20) school days of the time when the aggrieved party knew or should have known of the cause of such grievance. In the event of a grievance, the aggrieved party shall continue to perform his/her assigned task and grieve the dispute later.

STEP TWO

If the grievance has not been resolved satisfactorily under Step One, the grievance shall be reduced to writing and submitted to the aggrieved party's immediate supervisory no later than seven (7) working days after the oral grievance set forth in Step One. Within seven (7) working days after receiving such written grievance, the supervisor shall communicate his/her decision, in writing, to the aggrieved party, with a copy of such decision being also provided the duly authorized representative of the Federation.

STEP THREE

If the grievance has not been resolved satisfactorily under Step Two, within five (5) working days after receiving the written decision of the aggrieved party's immediate supervisor, the aggrieved party and/or the Federation may appeal from the decision in Step Two to the District Director. Such appeal shall be in writing and shall be accompanied by a copy of the decision of the aggrieved party's supervisor, and the following procedures shall be followed:

(a) Within five (5) working days after receipt of the appeal, which is in writing and sets forth the grievance, the District Director shall hold a hearing on the grievance. This hearing shall be private.

(b) The aggrieved party, the Federation representatives, the aggrieved party's immediate supervisor (being the person who made the decision in Step Two), and the Chairperson of the Federation Grievance Committee (or his/her designee), shall be given at least two (2) working days notice of the date of such hearing. The aggrieved party, or the Federation, may be represented by counsel, however, if counsel is to be in attendance at such hearing, at least twenty-four (24) hours notice of this intent shall be given to the District Director.

(c) The aggrieved party shall be present at the hearing except that s/he may waive his/her personal appearance where it is mutually agreed that no facts are in dispute and that the sole question before the District Director is one of interpretation of a provision of this Agreement between the parties, or of what is an established policy or practice.

(d) Within five (5) working days after the date of hearing on the appeal, the District Director shall communicate his/her decision, in writing, together with the supporting reasons for such decision, to all parties present at the hearing.

STEP FOUR

Within five (5) working days after receiving the decision of the District Director, the aggrieved party, or the Federation, may appeal the decision directly to the Board of Blackhawk Tech. Such appeal shall be in writing, and shall be accompanied by a copy of the Decision rendered in Step Three. The Board of Blackhawk Tech may waive this step in the procedure and proceed directly to arbitration, however, if the Board shall decide to proceed, it shall do so under the following procedures:

(a) The Board shall hold a hearing on the written grievance within thirty (30) working days of receiving said grievance. The Federation shall have the option to petition the Wisconsin Employment Relations Commission for grievance arbitration pursuant to Step Five of the contract within fifteen (15) working days of the Board's receipt of the grievance. However, in no event shall the arbitration hearing actually be held prior to the Board's rendering its decision on the grievance at issue.

(b) The aggrieved party, the Federation representative, the District Director, the aggrieved party's immediate supervisor (the party acting in Step Two hereof), the Chairperson of the Federation Grievance Committee, and the President of the Federation, shall be given at least three (3) working days notice of the date, time and place of the hearing.

(c) The aggrieved party and/or the Federation and the Board may be represented by Counsel. If either the aggrieved party and/or the Federation intends to be represented at the hearing by Counsel, the Board or its designee shall be notified forty-eight (48) hours prior to the date of such hearing of that fact. If the Board intends to be represented by Counsel at such a hearing, the aggrieved party and/or the Federation shall be notified forty-eight (48) hours prior to the date of such a hearing of that fact.

(d) If the matter before the Board involves a personal matter as to the grievance, the hearing before the Board shall be at the option of the grievant, open or closed.

(e) Within seven (7) working days after the hearing on the appeal, the Board, through its Chairperson, shall communicate its decision, in writing, together with supporting reasons, to all parties present at the hearing.

STEP FIVE

If the aggrieved party is not satisfied with the decision of the Board, the Federation, within twenty (20) working days after the decision by the Board, may request the Wisconsin Employment Relations Commission to supply a panel of five (5) arbitrators, from which the parties will alternately strike names and the final name shall be the arbitrator.

(a) The arbitration shall be held under the rules of arbitration of the Wisconsin Employment Relations Commission.

(b) The decision of the arbitrator shall be binding upon both parties and shall be final except for a decision which would reduce or eliminate aids provided for school purposes and operation from the state or federal governments, or other sources, or change or abridge a mandatory school law.

(c) Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, substituting, subtracting from or adding to the provisions of this Agreement.

(d) In the event that there is a charge for the services of an arbitrator, or for a transcript of proceedings, the parties shall share the expenses equally. Each party shall bear the expense of preparing and presenting its own case.

ARTICLE VI CONDITIONS APPLICABLE TO TEACHING DUTIES

Section A - Fair Dismissal and/or Suspension Policy [1]

1. A member of the bargaining unit hired by the District shall serve a three (3) year probationary period. During this period the employee will be given guidance, assistance, and recommendations for improvement.

2. A member of the bargaining unit shall not be dismissed, suspended or discharged except for just cause. A member of the bargaining unit who has served three (3) years and completed his or her probationary period shall not have his or her contract non-renewed except for just cause. This shall not abridge the normal management rights as regards to probationary employees, including the rights as regards to non-renewal of contracts at the discretion of the District, and such non-renewal shall not be subject to the grievance procedures of this Agreement. This shall not abridge the rights of the District to lay off employees for lack of work or funds, the termination of existing programs, or lay off employees on the occurrence of conditions beyond the control of the District, or where continuation of work would, in the Board's opinion, be wasteful and non-productive.

3. Dismissal or suspension action against any employee shall follow the below specified procedures:

   (a) Notification in writing to the teacher of dismissal, or suspension (in case of suspension the exact number of days of such suspension shall be stated), and such notice shall set forth reasons for such action being taken.

   (b) Notification shall be given to the President of the Federation of the suspension or dismissal action against any member of the bargaining unit, at the same time such notification is given such employee, such notification shall not detail reasons for such action but, on the request of the affected employee, such reasons shall be detailed to the President of the Federation.

   (c) The employee may, if s/he so desires, have a hearing with full benefits of representation from the Federation, or counsel, before the District Board. Such request shall be made in writing within ten (10) calendar days and the District Board then shall hold a hearing on a date agreeable to the Union, but not later than twenty (20) calendar days from the date the written request is received. The District Board may sustain, modify, alter, or remove the dismissal or suspension action. If dismissal or suspension is found by the District Board to be unjustified, then full pay and benefits will accrue to the employee from the date such dismissal or suspension was undertaken.

   (d) If the employee, or the Federation, shall not be satisfied that fair and equitable procedures have been followed or that the decision as to the employee's dismissal or suspension was not entirely impartial judgment, then the employee, or the Federation, shall have the right to appeal such decision to arbitration in accordance with the prescribed grievance procedure as outlined in this Agreement.

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[1] Except as modified for Federally Funded Teachers, Addendum E of Agreement.

(e) No employee shall be suspended for a period of more than ten (10) working days, such suspension shall be without pay but the suspended employee shall be entitled to pay his/her share, and the District's share, of any benefits s/he is entitled to receive as an employee, during his/her suspension period.

Section B - School Year

In accordance with policies of the Wisconsin State Board of Vocational, Technical and Adult Education, the school year shall consist of 190 contract days with a minimum of 173 student contact days.

The calendar for the 1985-1986 School Year is attached as Addendum "B".

Section C - Work Week

The work week shall be defined as beginning on Monday and ending on Friday, except when shortened due to holidays and non-contract days. All bargaining unit members shall be required to be available for thirty-five (35) hours per week, exclusive of the lunch period.

Section D - Work Day [2]

Normal hours of employment shall not span more than eight (8) hours including a lunch period. Each staff member shall be assured of a minimum lunch period of not less than one (1) school period, during which s/he shall be free of assignments. However, because of scheduling problems, all staff members may not have their lunch periods at the same time, but as far as possible,lunch periods will be scheduled between 11:00 a.m. and 2:00 p.m. and/or 5:00 p.m. and 7:00 p.m. If notice of a meeting requiring the instructor's attendance outside of the normal work day is not given five (5) days or more in advance of the meeting, the instructor's presence at said meeting will not be required, and his/her absence therefrom excused.

Section E - Teaching Load [3]

1. Assignments

All teaching and work assignments shall be made as equitable as practicable among the teaching staff so that work loads will be as nearly equal as possible, taking into account equating the work load evenly for the entire teaching staff, recognizing all the educational tasks performed by teachers and providing quality up-to-date instruction in all courses. Work load computations by the District shall be stated in writing after the fifth week of each semester and a copy given to each of the teachers in the District of his/her individual computation, and a copy of each computation shall be given to the designated representative of the Federation.

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[2] Not applicable to Federally Funded Teachers as to lunch periods.

[3] Not applicable to Federally Funded Teachers.

If there is a reduction of the full-time work assignment of a certified full-time teacher, counselor, librarian or media specialist, then for the next contract year, the aforesaid categories of employees shall have the right to perform the bargaining unit work encompassed within the above noted job categories currently being performed by non-bargaining unit employees provided such assignment-reduced employees qualify by certification and experience to perform such work. For assignment-reduced employees, normal hours of employment shall not exceed a total of eight hours, including a lunch period.

2. Definitions

(1) Lecture Demonstration and Discussion - Combination of group and individual instruction. Formal presentation followed by discussion.

(2) Laboratory or Quiz Section - Emphasis is upon student participation to learn the concepts or principles.

(3) Skill Laboratory or Shop - Emphasis is upon student participation to develop manipulative skills.

(4) Special Assignment - Designation of a specific assignment is made by the District.

3. Work Load Scale

Work load will be based on rating points as indicated for each class taught in the District and as shown on Addendum "A" attached to this Agreement and entitled "Teaching Assignment Schedule". Load will be determined as equitable as possible between 90 and 105 points per semester, with efforts made to keep assignments as close to 100 points as possible. In no case shall the work load exceed 105 points per semester except where a teacher, individually or formally, agrees to exceed the 105 point figure, and such teacher shall receive additional compensation therefore prorated according to his or her salary schedule as set forth herein if the average of the first and second semester exceeds 210 points, based on a full load of 105 points. It is the intention of the parties that the average work load is intended to be 200 points per year. Parties agree that the language to be added to the Agreement shall be in accordance with the formula determined by the WERC for payment of load over 200 points per year resulting from arbitration of the issue by the WERC.

4. Teaching Assignments

The teaching assignments of the teaching staff will be determined according to the rating points provided herein. Whenever enrollment fluctuates or any other factor brings about a change in weekly assignments of an individual teacher to a point where he or she is not carrying an equitable share of the teaching load, the District shall have the right to assign such teacher to additional duties within the scope of the teacher's ability, education, certification and qualifications or to assign any such teacher to additional duties of a professional and job related nature in order to bring about an appropriate balance. Every teacher's assignments may include, in addition to class contact hours, time for preparation, advising, and counseling students, professional development, in-service activities, community involvement and committee assignments.

5. Review of Class Rating Points

There shall be appointed, within three (3) weeks of the signing of this Agreement, and within three (3) weeks from the start of any future semester, a Class Rating Review Committee. The Committee shall consist of six (6) members, three (3) selected by the District and three (3) selected by the Federation, and this Committee shall meet monthly, or at such intervals as the members shall mutually decide in order to perform its functions, and shall review, revise and/or modify the class rating points for each of the established classes of instruction presented by the District, and any new program of the District hereafter established. The Class Rating Review Committee shall establish, prior to three (3) weeks before the end of each semester, a listing of each class to be taught in the District and the class rating points for such class. In the event of a failure of the Committee to reach a majority decision as to specific class point rating of any class, such dispute will be reduced to writing, with each to the WERC by stipulation of the parties, on the written presentations, for final decision, such decision by the WERC shall be binding on both of the parties to this Agreement.

6. Substitute Teaching

If any teacher who is teaching a full load is asked to act as a substitute teacher, s/he shall receive additional pay for such assignment prorated on his/her regular schedule. A teacher whose teaching load is within the limits expressed herein may be assigned within these limits to substitute if in his/her professional judgment his/her regular class schedule is not jeopardized.

7. Posting Class Schedules

Teachers shall post their class schedules and denote times during the week when the teacher is available for student conferences. These periods should be varied when possible in such a manner as to afford as many students as possible the opportunity for conference during any given week.

8. Course Outlines

Course outlines of courses taught by the instructors will be updated as often as necessary as determined by the professional discretion of the instructor. Course outlines will be kept on file for review with the Division Chairperson and in the office of the Administrator of Instructional Services. This section shall not be interpreted so as to prevent a Division Chairperson and/or the Administrator of Instructional Services, at his/her sole discretion, to order any instructor to prepare, modify, amend, change, revise, or alter a course outline, and submit such a course outline to the Division Chairperson and/or Administrator of Instructional Services.

Section F - Academic Freedom and Responsibility

When a teacher speaks or writes as a citizen, he/she shall be free from administrative and school censorship and discipline. However, the teacher has the responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the school.

Section G - Staff Reduction

(a) The District reserves the right to lay-off for lack of work and/or funds, or the occurrence of conditions beyond the control of the District or where the continuation of work would, in the opinion of the District Board, be wasteful or unproductive. When work and/or funds have been restored within two (2) calendar years from the date of lay-off, contractual employees shall be hired back within their major instructional areas in reverse order of lay-off, and seniority rights shall be restored as of the date that they were laid off and left service. It shall be the employee's responsibility to keep the Personnel Coordinator informed as to his/her current address during layoff. Lay-off due to lack of work and/or funds shall be determined by seniority among those in the same area which lay-off is necessary and for which the employees qualify by certification and experience.

(b) Any contractual employee laid off, shall have the option, with the express consent of the insurer, and during such time as the employee remains unemployed, but no longer than one year from date of lay-off, to remain in the group medical/hospital plan and the dental plan of the District. This shall be conditional upon the employee paying to the District, monthly at a date designated by the District, a sum of money equal to the premium for coverage of the employee, either single or family plan. Failure of the employee to pay the premium on or before the monthly date designated by the District shall be deemed to be notice of withdrawal from the plan by the employee, and s/he shall be forthwith removed from the plan by the District and the insurer so notified.

(c) Any contractual employee whose contract is not renewed, may remain a member of the group medical/hospital plan and the dental plan of the District, with the expressed consent of the insurer, during the months of June, July and August following the end of the last contract held by the employee, and the District shall continue to pay the premiums for such coverage in the same percentage or amounts paid for all other contractual employees of the District at the time the employee was under contract.

Section H - Teachers Files

The teacher's official file shall be kept in the Administrative Center of Blackhawk Tech, and shall be maintained under the following conditions:

(a) The teacher shall have the right to examine the contents of his/her personnel file and make copies of any documents contained therein. The only exception to this right shall be the health records, and credentials from colleges contained in such records.

(b) The teacher shall have the right to have placed in his/her personnel file any material which s/he feels is pertinent to his/her professional career, performance as a teacher, or personal qualifications.

(c) No material shall be placed in the teacher's file unless the teacher has had a prior opportunity to read the material. The teacher shall acknowledge that s/he has read such material by affixing his/her signature to the actual copy to be filed with the understanding that such signature merely signifies that s/he has read the material to be filed and this shall not mean that s/he necessarily indicates agreement with the contents.

(d) The teacher shall have the right to qualify such materials or reports filed in his/her personnel file, and such answer or qualification shall be attached to such material and retained in his/her file.

(e) Grievances filed by any teacher, under this Agreement, shall not be made a part of his/her personnel file, nor used or mentioned in any recommendations for job placement on behalf of the teacher.

(f) A teacher may authorize, in writing, a representative of the Federation, or his/her counsel, to have access to his/her personnel file and to copy or make copies of any documents which s/he would have the right to have access to in person.

(g) No secret file, or any material, record, or the like, may be kept on any teacher, for any purpose.

(h) Communications of a hearsay nature (i.e., letters from parents) shall not be placed in a teacher's file.

Section I - Evaluation Procedures

1. The District and the Federation agree that the objectives of teacher observation and evaluation are to improve the quality of instruction and to make known to the teacher his/her strengths, weaknesses and/or deficiencies. All evaluation or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher. The use of audio or visual systems or other evaluation devices shall be by written mutual consent and agreement.

2. Written evaluation of all probationary teachers will be made by supervisory staff at least two (2) times per year. Other teachers will be evaluated at least one (1) time per year. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors. No such report will be submitted to the District Instructional Services Department, placed in the teacher's file or otherwise acted upon without prior conference with the teacher and his/her initialing of the evaluation. All such reports or evaluations shall be initialed by the teacher.

3. In the event the evaluation report indicates deficiencies or weaknesses, the teacher will be given supervisory help to correct stated deficiencies or weaknesses. An exact, duplicate record shall be maintained by the teacher and evaluative supervisor, explaining how the teacher was given supervisory help.

4. Any teacher alleged to have deficiencies shall be notified in writing of them by the supervisor at the time of the evaluation conference. If such deficiencies are alleged to be of a nature to warrant dismissal, the supervisor shall notify the Director of Instruction who will, in turn, inform the teacher, in writing, that such action is being considered.

5. The supervisor shall make arrangements, with the teacher being evaluated for a meeting to be held for the purpose of discussing the evaluation. At such meeting where said evaluation is discussed, the supervisor and teacher may agree that no written report need to be made relative to the evaluation.

Should a written evaluation be filed by the supervisor, the teacher shall be presented with a copy of the same before the meeting is completed.

Section J - Vacancy Procedure

1. All vacancies or newly established positions shall be adequately publicized by posting notices in specifically designated places within the schools of the District, prior to outside search. A copy of any such vacancies will be given to the Federation simultaneously. The date of posting such position shall be noted on all copies.

2. If such vacancies or newly established positions occur during the summer months, notices will be sent directly to each teacher on the staff at his/her last known address.

3. Said notice of such vacancies or newly established positions shall clearly set forth the qualifications for the position and the date by which the applicant must file for the position by presenting an application. A part-time position that becomes a full-time position shall be considered to be a new position.

4. A teacher who is qualified and desires to apply for such vacancies or newly established positions shall file his/her application, in writing, with the District Director within the time limit specified in the notice.

5. Qualifications for an assignment shall be evaluated in each of the following areas: certification; training; experience; prior experience, if any; and seniority; all other areas being equal, competence based on written evaluation of teachers will be considered.

6. Full-time teachers already on the staff shall be given preference in filling these vacancies or newly established positions.

7. Only candidates who meet the qualifications noted in the official notice shall be appointed.

8. Where two or more applicants are equal in qualifications for the position, the applicant with the greater amount of seniority in the District shall be given preference.

9. A teacher who has failed to qualify for the position, may contact the District Director for information which will help him or her grow in professional competence so that s/he may be eligible for selection at a future time.

Section K - Retirement

All personnel employed by the District, who are covered by the Wisconsin State Retirement System, shall retire at the close of the school term in which they attain the age of seventy (70) years. If, however, an employee reaches the age of seventy (70) years between April 15 and the beginning of the next school term, a contract shall not be issued for the school term in which the employee is therefore age seventy (70).

Section L - Recommendations

If any teacher requests a letter of recommendation from the District Director or any other supervisory employee, and the Director or other supervisory employee agrees to write one, the employee shall receive a copy of said letter of recommendation.

Section M - Physical Examination of Teachers

Physical examinations and certificates of health for teachers, as required by the State of Wisconsin for all teachers within the State of Wisconsin, by statutes made and rules and regulations of administrative agencies of the State of Wisconsin, in effect at the date of this Agreement, or thereafter made or amended, shall be required of all teachers. Such examinations shall be in conformance with the forms prepared and distributed by the Wisconsin State Board of Health and Wisconsin Department of Public Instruction. The District shall have the right to require a re-examination of any employee at any time wherever prolonged absence from work, or other reason, indicates a necessity for such a physical examination. Employees shall be reimbursed by the District for the physician's costs involved in the completion of the form attached to this Agreement as Addendum "D" and made a part hereof by reference thereto, for actual costs of such examination up to $30.00 maximum. Any statement presented by a teacher, from the examining physician, shall designate that the services rendered were for examination and completion of the attached form, the date and charges for such professional service.

Section N - Changes of Teaching Assignments

1. In assigning teaching duties, first consideration shall be given to the professional competence of the teacher and to his/her experience in other fields as a teacher. No teacher shall be subject to assignments other than those specified in his/her area of certification.

2. Teachers may express, in writing, preference in teaching assignments. Such requests must be submitted at least two (2) months prior to the semester for which the request is made. Qualifications for an assignment shall be evaluated in each of the following areas: certification; training; experience, prior experience, if any; and seniority. If new courses are offered, they shall be posted and the teachers may apply within two (2) weeks of posting.

3. Teachers teaching in full-time programs will be given a tentative schedule of their assignment thirty (30) days before, or as early before as possible, prior to the beginning of the semester.

Section O - Certification

1. Copies of the State VTAE Administrative Code shall be provided through the Blackhawk Federation's President.

2. The Administrator of Instructional Services on behalf of the District shall have the right to apply for state certification approval for any teacher, for any subject, or any subject area for which the teacher might be considered eligible for certification, or for a subject or subject area the teacher claims to be qualified to teach. The teacher shall be responsible for

renewal of any certificate issued to him or her. Non-compliance with the State Code requirements and/or additional District certification requirements shall be deemed cause for dismissal.

3. Verification of work experience shall be provided by an individual teacher when requested by the District.

ARTICLE VII SAFETY AND HEALTH

Section A - Purpose

The District shall make reasonable provisions for the safety and health of the students and employees of the District, and all employees during the course of their employment, and all employees are expected to cooperate to the best of their ability in prevention of accidents to themselves, fellow employees, students and the public.

Section B - Implementation

The Board and Federation shall cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make all schools a safe and sanitary environment. The District shall appoint a School Safety and Building Committee by October 1 of each year. The committee shall consist of an equal number of members, one-half appointed by the District, and one-half appointed by the Federation, and shall:

(a) Meet for the purpose of discussing safety problems and inspect the several physical plants of the District to verify that adopted safety recommendations have been implemented.

(b) Recommend necessary in-service staff training in safety procedures.

(c) Make recommendations for the correction and elimination of unsafe or harmful conditions or practices, and investigate reports or complaints of such unsafe or harmful conditions.

(d) Make recommendations for adequate first aid supplies and equipment, and keep all employees informed of all recommended first aid and safety procedures, and locations of such supplies.

(e) Review all disabling injuries and illnesses of employees or students, investigate the causes of same, and recommend rules and procedures for the prevention of accidents and for the promotion of health and safety of the employees and the students, where directed by the District Director to make such reviews and/or investigations.

(f) Publish to the staff an accurate record of the proceedings of the committee after each meeting, and place such minutes in the mail box of each staff member.

ARTICLE VIII LEAVES OF ABSENCE

Section A - Sick Leave

All employees covered by this Agreement shall be allowed ten (10) days of sick leave per school year at full pay with the unused portion being accumulative to one-hundred forty (140) days, for absences due to sickness, illness, quarantine or injury. Days of sick leave or absence are counted a contract days including days taught, curriculum days and convention days. All absences due to illness, sickness, quarantine or injury, shall be deducted from the annual leave time herein stated.

The District may require a physician's certificate, or certificate from religious advisor, if treatment is by prayer or religious ceremony, as a verification of actual sickness, illness, quarantine or injury, if the absence exceeds three (3) days, or as it may deem necessary in other cases where an abuse of the sick leave provisions of the Agreement is indicated. No deduction from annual or accumulated sick leave shall be made for any injury or illness sustained by any employee covered by the provisions of the Wisconsin Workmen's Compensation Act, when such injury or illness was sustained or grew out of and was incidental to his/her employment with the District.

At the end of each school year, each teacher shall receive an accounting in writing of the total number of sick leave days s/he has accumulated to that time.

A newly-employed teacher will accrue the ten (10) days for the first contract year immediately.

Section B - Child Rearing Leave

Members of the bargaining unit with two (2) or more years of service with the District (meaning two (2) or more teaching years) shall be entitled to child rearing leave of up to one year without pay, for the purpose of rearing a newly born or adopted child of such teacher. In the event that both parents are employed in the district, only one parent may request such leave.

Special consideration may be given to a request for child rearing leave to anyone employed more than one (1) year but less than two (2) years with the District.

Reinstatement of an employee who has taken a child rearing leave shall be at the start of the school year, or the start of a semester term, and any employee seeking reinstatement shall notify the Director of his/her intention to seek reinstatement at least one full month prior to the time s/he expects to resume work.

Any employee granted a child rearing leave shall continue to accrue seniority during the period of such leave, up to one year; further leave, if granted, shall not be counted for seniority purposes.

The District shall continue to pay employee's health benefits for the first three (3) months of a child rearing leave. At the end of the three (3) month period, the employee may continue to be covered under the District's health program but s/he shall pay to the District his/her portion of the premium and the portion paid by the District for his/her individual coverage, until his/her return to work or the end of one year, whichever is sooner in time.

At the expiration of one year, if the health of the mother or child will not permit the mother to resume work, she may receive an extension of leave by presentation to the District Director of a physician's certificate stating that the physical condition of the mother or child would not permit her return. Such extension shall be for no longer than six (6) months, at the discretion of the District, and not subject to the grievance procedures of this Agreement. In the event her leave is extended, her right to continue under the District's health and dental coverage is also extended.

Section C - Bereavement Leave

A maximum of five (5) days leave, with pay, shall be allowed for each death of employee's spouse or children, and a maximum of three (3) days leave, with pay, shall be allowed for each death in the immediate family. The immediate family shall be defined as follows: parents, brother or sister of employee or employee's spouse, parents of spouse, grandparents of employee. Additional time may be granted beyond three (3) days, for compelling reasons, upon written request to the District Director, with a copy to the teacher's immediate supervisor, and such additional leave shall be without pay. In all cases, bereavement leave shall not be counted as sick leave, nor deducted from any accumulated sick leave.

Section D - Military Leave

The provisions of Section 45.50, Section 45.51 and Section 45.52 of the Wisconsin Statutes, pertaining to re-employment after completion of military service, leave of absence for military service, and re-employment of veterans honorably discharged who have suffered physical disabilities, if incorporated by reference to said Sections into this Agreement, as is set forth herein in full context.

Section E - Sabbatical Leave

A one (1) year sabbatical leave of absence shall be granted for the purpose of study toward professional advancement and for other such purposes as may be approved by the District Board. Study toward professional advancement shall mean participation in a full-time course of study in a field directly related to courses taught by the instructor or by other instructors in his/her general subject area. It is expected that the instructor will as a result of such course of study obtain an additional degree at the end of the sabbatical leave or shortly thereafter (but in any event not later than six (6) months after the end of said leave). Such sabbatical leave shall be subject to the following conditions:

(a) The applicant shall have been a member of the professional teaching staff of the District for a period of five (5) full teaching years.

(b) All requests for a sabbatical leave shall be submitted to the District Director no later than January 1 preceding the new fiscal year of the District, which commences on July 1 of each year.

(c) Those seeking such leave shall be notified of the Board's decision no later than March 15 of that year, and the recipient shall notify the Board no later than June 1 or the last day of school of that year that the leave has

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been accepted, and present to the Board proof of acceptance in an accredited institution in the field of instruction approved by the Board.

(d) No more than one person for each fifty (50) staff members under contract, or major fraction thereof, shall be granted a sabbatical leave in any year, and not more than one (1) teacher from the same department shall be granted leave in any year. The decision of priority shall be made by the District Director, his/her decision shall be final, and not subject to the arbitration provisions contained in the grievance procedures of this Agreement.

(e) Reimbursement for sabbatical leave will be in the amount of one-half of the salary of said teacher, less any amount over one-half year's salary received from any grants for a period of one (1) year, providing the teacher agrees in writing to sign a non-interest bearing note for that pay received. Said note shall be due and payable within two (2) years after end of said leave but shall be cancelled by the Board if the teacher teaches in the system for those two years, dies, or becomes permanently disabled.

(f) In the event that the sabbatical leave shall terminate during the school year, the District Director, depending upon the available work assignments, shall have the option of reinstating said teacher immediately, or at the beginning of the next school term.

Section F - Personal Leave

A maximum of four (4) days personal leave, with pay, shall be allowed for the following compelling reasons:

(a) Serious illness in the immediate family of the employee;

(b) To attend a funeral of a person not in the classification stated as identifying members of the immediate family. Such leave shall be for no more than one (1) days absence for the attendance of one (1) individual funeral;

(c) Graduation of a member of the immediate family of the employee;

(d) Weddings of a member of the immediate family of the employee;

(e) Judicial or legal obligations of the employee;

(f) Religious observations or ceremonies;

(g) Other compelling reasons as agreed to by the District Director or his designee upon individual application by an employee for a personal leave.

In the event that the days as outlined above are exceeded, or other circumstances require the absence of a teacher during part or all of the school day, such absences will be without pay.

Any teacher wishing to take personal leave shall make written application for such leave at least three (3) working days in advance of the date leave is required. Such applications shall be made directly to the District Director or his designee. Applicants making this request shall be notified as soon as possible of the status of that application. In the event of an emergency, where advance notification cannot be made, the teacher shall make all reasonable efforts to report his/her absence to the District Director, or his designee, as soon as practical, and upon his/her return, complete and file with the District Director, or his designee, the application form.

Section G - Personal Health Leave

Upon written request to the District Board, a teacher may be granted a personal health leave for not more than one (1) year. A request for such leave shall be accompanied by a written statement or report from a physician recommending such a leave for physical or mental health reasons. Any teacher granted a personal health leave shall, on or before the expiration of the leave so granted, submit in writing a request to be reinstated, and such request shall be accompanied by a statement or report from his/her physician attesting to the fact that there is no further medical, physical or mental health reason for the teacher to remain on a personal health leave. The District Director shall make every effort to reinstate the teacher in his/her old position, or a position as similar to his/her old position as is possible.

Section H - Jury Duty

Any employee receiving a summons for jury duty shall immediately inform his/her immediate supervisor of such fact and the time, date and court where the employee is to report. Any employee selected for jury duty shall be paid by the District the differential between his/her regular salary and the salary paid for such jury duty for the period of time s/he is required to serve. Subsistence, travel or other allowances paid shall not be included in determining salary received from the government for jury duty. Any employee who is excused or released from jury duty prior to twelve noon on any school day, shall report back to his/her assigned duties following his/her normal lunch period.

Section I - Professional Leave

Absence to attend professional meetings, conferences and conventions falling on school days may be granted by the District Director, provided that no outside compensation is received by the teacher so attending. Any employee granted such professional leave shall receive full pay, and shall be reimbursed by the District for the actual expenses involved in his/her attendance, including registration fees, travel expenses and lodging where required. In the event compensation is received by an employee, from another source, an amount equal to the compensation shall be deducted from the compensation, including salary, if applicable, of the attending employee. The decision of the District Director shall be final as to the attending of such professional meetings, conferences and conventions, and shall not be subject to the arbitration procedures of the Agreement.

Section J - Community Services Leave

Upon request to the District Board, a teacher shall be granted a community service leave, without pay, on the following conditions and terms:

(a) Such leave shall be limited to two (2) years, unless extended by the District Board.

(b) Such leave shall be limited to election or appointment to an office in the Federal, State, County or Municipal government, or subdivision thereof, or to the State or National Federation.

(c) The teacher shall notify the District Board, in writing of his/her intention of accepting such office or assignment, and, shall keep the District Board informed of his/her status at annual intervals thereafter.

(d) A teacher on such leave shall, if s/he so desires, be permitted to make his/her own, and the District's, regular contributions to all benefits s/he would be entitled to as a teacher, and requiring such contributions to remain in force and effect.

(e) The District Director shall have the option of reinstating the teacher in his/her original position, or in a position equivalent to the one previously held, one year from the date said leave shall terminate, or prior to such time on the mutual agreement of the teacher and the Director, or at a time no later than September 1 following the expiration of the leave.

Section K - Annual Federation Leave

The Board shall make available to the Federation a total of six (6) days annually for Federation business. The Federation shall give written notification of the intention to take such leave to the District Director at least five (5) working days prior to the time such leave is requested, and shall designate the person or persons who are to take such leave. It is understood that this provision shall mean that a total of six (6) days leave for Federation purposes is the total leave allowed, regardless of the number of Federation representatives using such leave. Such leave shall be with pay.

Section L - Extended Leave of Absence

The Board may grant a teacher an extended leave of absence, without pay, for a period not to exceed one (1) year.

Section M - WFT Convention

Only delegates shall attend the WFT Convention, and school shall remain in session per the negotiated calendar. The union will give a list of delegates to the District Director no less than ten (10) working days prior to the convention.

Section N - Alternate Educational Function

A teacher may apply to the District for permission to attend an alternate educational function on the identical days of the WVA annual convention. The decision of the Division Chairperson of the teacher so applying for permission shall be final and shall not be subject to the grievance procedures of this Agreement.

ARTICLE IX SALARY AND TEACHER WELFARE

Section A - Salary Schedule

1. The 1985-86 Salary Schedule, as shown on Addendum "C" to this Agreement, shall take effect and be in force as of the first contract teaching day of the 1985-86 school year.

2. All teachers shall be paid according to the schedule shown on Addendum "C", and the rates contained thereon during the 1985-86 school year.

3. All credits earned by a current staff member under the credit reimbursement program of the District shall be recognized and his/her salary shall be adjusted accordingly upon receipt of an original transcript prior to the last pay period in October and/or March.

4. All teachers who change classifications (i.e. from Bachelor to Master) shall move the Bachelor to Master classification at the commencement of the school term.

5. All teachers shall receive increments as indicated on the salary schedule, as such increments are earned by time of service or classification change of degrees.

Section B - Professional Growth

The District proposes to pay, by reimbursement, the sum of forty dollars ($40.00) per graduate credit for courses taken by members of the bargaining unit at an accredited college, university or recognized trade or technical school, where such courses are necessary for the certification of such member of the bargaining unit, and required to be taken as a condition of continued certification and/or accreditation as a member of the teaching staff of the District, or are within the educational area of certification of a teacher and directly related to his/her continued area of teaching responsibilities within the District.

The teacher shall obtain prior approval of the District as to courses to be reimbursed under this section, and shall be required to submit evidence of satisfactory completion of courses taken before reimbursement shall be made by the District, which includes the proper filling out of the two-part travel expense and credit forms, and having the institutions attended submit an official transcript of credit to the Administrator of Instructional Services.

The District proposes that all credits earned by a current staff member under the credit reimbursement program of the District, shall be recognized and his/her salary shall be adjusted accordingly upon receipt of an original transcript, effective the first pay period following the receipt by the District of an original transcript. There will be no adjustment in the salary schedule of a current staff member for the remainder of the first semester where an original transcript is not submitted to the District prior to the last pay period in October, adjustments for the salary schedule then being made at the start of the second semester, nor shall there be any adjustments for the second semester where an original transcript is not submitted to the District prior to the last pay period in March, the adjustment then being made at the start of the next contract year if the staff member is employed in the subsequent contract year, by the District.

If an original transcript is received by the District after the beginning of the semester, but prior to the cut-off dates listed above, salary shall be adjusted retroactively to the beginning of the semester. All retroactive salary shall be paid on the first pay date after the first pay period following receipt by the District of an original transcript.

Section C - Summer School

The District shall give preference in filling teaching positions in summer school, conducted by the District, to members of the bargaining unit, when such positions are available, in the certified areas of such teachers, and the teacher is otherwise qualified to teach such positions in the summer school session.

Section D - Method of Payment

Members of the bargaining unit shall have a choice of receiving 18 or 24 paychecks if they notify the District Business Office in writing of their choice three (3) weeks prior to the issuance of the first payroll check for the contract year. The aforesaid choices are irrevocable for the applicable school years. Those teachers who are on extended contracts shall receive 18 paychecks. The administration will circulate forms whereby teachers will indicate the pay plan that they want. Teachers will be paid on the 15th of the month and the last day of the month. However, if either of the aforesaid paydays falls on Saturday or Sunday, the teacher will be paid on the preceding Friday. If the payday falls on a holiday, the teacher shall be paid on the preceding business day. If the employee requests, paychecks shall be mailed to a designated location. Such requests shall be made in writing to the District Business Office.

Section E - Fringe Benefits

1. Health Insurance

All full-time contract instructional personnel, members of the bargaining unit, shall be covered by group insurance, hospitalization and surgical care, and the District shall pay the full premium costs for the individual employee and his/her family (family as so defined in said policy of insurance.) Coverage in the Blue Cross/Blue Shield policy in force and effect on the date of this Agreement shall be maintained without alteration by the District, and shall not be altered in coverage or carrier without the mutual consent of the District and Federation. Effective July 1, 1983, the District's monthly contribution to health insurance shall not be more than the monthly rate effective September, 1983. Beginning July 1, 1984, the District's monthly contribution to health insurance shall not be more than the monthly rate effective September, 1984. The Board shall have the right to designate the insurance carrier as long as the benefits are equal to or better than the existing benefits and the Employer agrees to consult with the Federation prior to making any changes.

2. Term Life Insurance

The District agrees to pay the individual premium of each full-time employee, as defined above in No. 1, who elects to participate in the Wisconsin Group Life Insurance Plan.

3. **Liability Insurance**

The District agrees to continue coverage of insurance found in Policy No. ICU 00 22 43, and Policy No. IGA 07 18 76, with General Casualty covering members of the bargaining unit, and all employees of the District as a comprehensive general liability insurance policy. In the event that the District shall change insurance carriers, similar coverage as found in the policies herein set forth, shall be replaced in another insurance carrier.

4. **Teacher Retirement**

The Board shall pay six percent (6%) of the teacher's salary as part of the teacher's contribution to the Wisconsin State Teacher's Retirement System.

5. **Injury Through Student Assault**

Any employee of the District who is required to lose time from work because of injuries sustained on the property of the District by reason of a student assault upon his/her person, or injuries sustained by reason of that teacher attempting to establish order within the school facilities, shall be paid, during the time off of work (for a maximum of one year from the date of injury) the difference between the Workmen's Compensation benefits received, and his/her annual contract salary, by the District. Such employee shall also be reimbursed for all medical expenses not paid by other sources, insurance coverage, and Workmen's Compensation, reasonably incurred for treatment of such injury. If the employee seeks and recovers damages from any third party, for the assault, then the District shall be reimbursed by the employee for all benefits paid under this paragraph only to the extent of the damages paid or collected by the said employee from such third party, or the actual amount received by the employee under this paragraph, whichever is the smaller. Reimbursement from a third party shall be money received for the medical and/or hospitalization of the employee, and lost wages, but not damages paid for pain and suffering sustained by reason of the assault.

6. **Disability Insurance**

The Board shall pay the premium for Plan II, Payment Method "B", of the Disability Insurance Policy for all full-time instructors and full-time non-instructional staff. (Reference: Policy description: Wisconsin Schools Insurance Fund Policy #59-1 with Standard & Optional Features as modified on April 1, 1986. The reference to carrier and policy number are only used to describe the Long Term Income Protection Policy and options therein.)

The Board shall have the right to designate the insurance carrier as long as the benefits are equal to or better than the existing benefits and the Employer agrees to consult with the Federation prior to changing carriers.

Section F - Authorized School Business and/or Travel

Any teacher designated or authorized by the District, the Director, or other designated authority, to travel between schools within the district or outside the district, on district business shall be paid twenty-two cents per mile for the use of his/her own personal vehicle, and actual costs of meals and living expenses incurred in the course of such authorized travel.

Teachers authorized to travel and required to teach part of the day in one school and the balance in another school, where actual miles traveled to the teaching assignment are less than ten (10) miles, and the teaching assignment is the first or last teaching assignment of the day shall be paid mileage only for the miles traveled going to the teaching assignment.

Teachers authorized to travel and required to teach part of the day in one school, and the balance in another school, where actual miles traveled to the teaching assignment are more than ten miles, and the teaching assignment is the first or last teaching assignment of the day shall be paid mileage for the miles traveled to the teaching assignment and mileage back to his/her original teaching assignment.

Mileage must be actually driven to be claimed for reimbursement. A teacher may not be required to travel during his/her lunch period. Reimbursement for mileage shall be made monthly upon application of the teacher to the District on the form provided by the District.

Section G - Work Incurred Injury or Illness

1. Members of the bargaining unit who are required to lose time from work because of a work-related injury or illness may elect one of the following methods of compensation: (a) Workmen's Compensation payment only; (b) The use of sick leave, but no compensation payment; (c) Supplement the amount the employee received under Workmen's Compensation by drawing from the accumulated sick leave the employee may have accrued. This supplementary pay plus the amount of compensation shall not exceed the current normal earnings of the employee. This supplemental pay will be reduced to days and/or the nearest day in determining the number of days of sick leave that will be charged against the employee's sick leave account.

2. Every employee of the District is covered by and under Chapter 102 of the Wisconsin Statutes, known as the Wisconsin Workman's Compensation Act. Generally, under the Act, a person is entitled to compensation where s/he is an employee of the District and, at the time of injury, is performing services growing out of and incidental to this employment. While an employee is on the way to work or is on the way home after leaving work, s/he is generally not within the purview of the Compensation Act. However, there are instances where the job itself will require his/her presence at a particular place, or between schools, or off school premises. In such instances, it can be said that the District employee is performing services, growing out of and incidental to his/her employment.

Section H - Dental Insurance

All full-time contract instructional personnel who are members of the bargaining unit will be eligible for group dental insurance. Effective July 1, 1983, the District's contribution to dental insurance shall be not more than the family and single dental rates effective September, 1983. Effective July, 1984, the District's contribution to dental insurance shall be not more than the family and single dental rates effective September, 1984. The District may from time to time change the insurance carrier and/or self-fund its dental care program, if it elects to do so. Any change in carrier or going to self-funding shall not result in any diminution of benefits.

Section I - Payroll Deductions

All deductions from the gross amount of an employee's check shall be paid to the recipient of said deductions no later than the 15th of the following month.

ARTICLE X   RULES GOVERNING THIS AGREEMENT

Section A - Conformity to Law

1. If any provision of this Agreement is, or shall be at any time, found contrary to law, then such provisions shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the Federation.

2. In the event that any provisions of this Agreement is, or at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

Section B - Matters Not Covered By This Agreement

The articles in the Agreement supercede and override conflicting items in individual teacher contracts. With regard to matters not covered by this Agreement which are proper subjects of collective bargaining, in that they relate to matters of hours, wages, or conditions of employment, and within its duration period, the Board agrees that it will make no changes in existing policies without appropriate consultations and negotiations with the Federation.

Section C - Duration of Agreement

This Agreement shall become effective on July 1, 1985, through and until June 30, 1986. Salary and insurance payments shall be retroactive to July 1, 1985, and be paid in a separate check within thirty (30) days of the arbitrator's award on this Agreement.

ARTICLE XI WORK STOPPAGE PROHIBITED

Section A - Strike Prohibited

Neither the Federation nor any of its officers, agents or District employees will instigate, promote, encourage, sponsor, engage in or condone any strike, picketing, slowdown, concerted work stoppage or any other intentional interruption of work by members of the bargaining unit during the term of this Agreement and until a successor Agreement is ratified by both parties. However, this clause shall not abrogate any rights guaranteed to the Federation by State Statute under Chapter 111.70.

Section B - Association Action

Upon notification by the District to the Federation that certain of its members are engaged in a violation of this provision, the Federation shall immediately in writing direct such members to return to work, provide the District with a copy of such a directive, and a responsible official of the Federation shall publicly direct them to return to work. In the event that a strike or other violation by bargaining unit personnel not authorized by the Federation occurs, the Federation agrees to take all reasonable, effective and affirmative action to secure the members' return to work as promptly as possible. Failure of the Federation to issue the directives and take the action required herein shall be considered in determining whether or not the Federation caused or authorized the strike.

ARTICLE XII ENTIRE MEMORANDUM OF AGREEMENT

This Agreement constitutes the entire Agreement between the parties and no verbal statements shall supercede any of its provisions. Any amendment supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ADDENDUM "A" *

TEACHING ASSIGNMENT SCHEDULE
Table of Points for Teaching Assignments
(53 Minute Periods)

Instructional Methods

Periods Per Session										
	Lecture Discussion		Lab Or Quiz		Skilled Lab & Shop					Special Assignment
	1	2	1	2	1	2	3	4	5	
1	5		4		4					35 Hours
2	10	9	8	8	8	8				
3	15		13		12		11			
4	20	18	17	17	17	16		15		
5	25		22		21				18	
6	30	27	26	25	25	24	23			
7	35		30		29					
8	40	36	34	33	33	32		30		
9	45		39		38		34			
10	50	45	43	42	42	42	40		36	
11	55		47		45					
12	60	54	52	50	50	48	46	44		
13	65		56		54					
14	70	63	60	58	58	56				
15	75		65		62		58		54	
16	80	72	69	66	66	64		59		
17	85		73		70					
18	90	81	78	75	75	72	69			
19	95		82		79					
20	100	90	86	83	83	80		74	71	
21			91		87		81			
22		100	95	91	91	88				
23			100		96					
24				100	100	96	92	88		
25						100			89	
26							100			
27								100		
28									100	

* Not applicable to Federally Funded Teachers.

ADDENDUM "B"

BLACKHAWK TECHNICAL INSTITUTE

1985-86 SCHOOL CALENDAR

Instructors Report	Monday	August 19, 1985
Instructor In-Service	Tuesday	August 20, 1985
Students Report	Wednesday	August 21, 1985
Labor Day (Holiday)	Monday	September 2, 1985
Progress Reports Due	Friday	September 6, 1985
Mid-Term Grades Due	Friday	October 18, 1985
Records Day/In-Service	Friday	October 18, 1985
Thanksgiving	Thursday & Friday	November 28-29, 1985
Graduation (Tentative)	Saturday	December 14, 1985
First Semester Ends	Friday	December 20, 1985
Instructor Record Day	Monday	December 23, 1985
Instructor In-Service	Monday	January 6, 1986
Second Semester Begins	Tuesday	January 7, 1986
Progress Reports Due	Friday	January 24, 1986
Mid-Term Grades Due	Friday	March 7, 1986
Records Day/In-Service	Friday	March 7, 1986
Instructor In-Service	Monday	March 24, 1986
Spring Break	Tuesday-Friday	March 25-28, 1986
Good Friday (Holiday)	Friday	March 28, 1986
Classes Resume	Monday	March 31, 1986
WVA Convention	Thursday & Friday	April 17-18, 1986
Graduation (Tentative)	Tuesday	May 20, 1986
Semester Ends	Wednesday	May 21, 1986
Instructors Record Day	Thursday	May 22, 1986
Instructor In-Service	Friday	May 23, 1986

BLACKHAWK TECHNICAL INSTITUTE

1985-86 SCHOOL CALENDAR

1st Semester	Contract	Contact
August	10	8
September	20	20
October	23	22
November	19	19
December	16	15
	88	84

2nd Semester		
January	20	19
February	20	20
March	17	15
April	22	20
May	17	15
	96	89

Contract		Contact	
1st Semester	88	1st Semester	84
2nd Semester	96	2nd Semester	89
	184		173
Holidays	6		
	190		

Holidays	
Labor Day	1
Thanksgiving	2
Christmas	1
New Years	1
Good Friday	1
	6

This calendar meets the minimum student contact days of 173 days. In the event it is necessary to close school because of snow or other unforseen circumstance, it is understood that makeup days will be required.

February 18, 1985

ADDENDUM "C"

TEACHER SALARY SCHEDULE
1985-86

STEP	BA	BA + 6	BA + 12	BA + 18	BA + 24	MA	MA + 6	MA + 12	MA + 18	MA + 24
1	17,732	18,127	18,518	18,920	19,313	19,713	20,110	20,507	20,906	21,305
2	18,515	18,929	19,348	19,762	20,173	20,589	21,002	21,418	21,828	22,246
3	19,301	19,734	20,171	20,597	21,030	21,464	21,895	22,330	22,755	23,189
4	20,086	20,541	20,992	21,437	21,890	22,332	22,787	23,235	23,683	24,134
5	20,873	21,343	21,815	22,274	22,747	23,206	23,676	24,147	24,609	25,081
6	21,660	22,148	22,637	23,115	23,606	24,081	24,568	25,057	25,537	26,023
7	22,443	22,953	23,459	23,973	24,459	24,953	25,462	25,970	25,463	26,970
8	23,231	23,758	24,283	24,791	25,321	25,826	26,355	26,879	27,389	27,913
9	24,020	24,560	25,108	25,626	26,176	26,697	27,243	27,790	28,311	28,856
10	24,803	25,363	25,932	26,471	27,031	27,575	28,136	28,696	29,237	29,804
11	25,588	26,171	26,753	27,309	27,889	28,446	29,030	29,612	30,165	30,749
12	26,370	26,976	27,576	28,147	28,745	29,322	29,923	30,520	31,091	31,690
13	27,162	27,781	28,396	28,983	29,609	30,193	30,812	31,430	32,018	32,641
14	0	0	0	0	0	31,068	31,705	32,341	32,944	33,584

ADDENDUM "D"

Physician's Record of School Employe Examination

Prepared by the Wisconsin State Division of Health and Wisconsin State Department of Public Instruction as Required by Section 143.16 and 143.17 (1), (2) of the Statutes.

OR GOVERNING BO^^ TO THE EXAMINING PHYSICIAN: COMPLETE THIS EXA/ ATION FORM, AND RETAIN IT IN YOUR FILES AS REQUIRED . STATUTE

NAME OF EMPLOYE ____________________ ADDRESS ____________________

BIRTH DATE __________ HEIGHT ________ WEIGHT ________ DATE OF PRESENT EXAM __________

PHYSICAL EXAMINATION AND PERTINENT HISTORY: (Mark none if not significant)

Nose and Sinuses	Extremities
Mouth and Throat	Lungs
Vision: Without glasses R____ L____	Heart
With glasses R____ L____	Pulse rate ______ Rhythm ______ Blood Pressure ______
Hearing	Other findings
Abdomen	

RESULTS OF DIAGNOSTIC PROCEDURES FOR TUBERCULOSIS

(Note: A negative tuberculin test or chest x-ray is required. A negative 70 mm. chest x-ray will satisfy state requirements except where a tuberculin test is positive (5 or more mm. of induration). In such instances only a 14x7 inch chest x-ray will be acceptable. When any chest x-ray is suspicious for tuberculosis, then additional study should be made to determine: 1. Diagnosis. 2. Contagiousness (Activity).

Chest x-rays: 70 mm. ☐ Date of x-ray ______________ Place taken ______________

or

14 x 17 ☐ ______________________________
Interpretation

Tuberculin Test: Standard

P.P.D. Strength: ________

Date applied ______ Date read ______ Result ______ mm. of induration

REPORT BELOW ANY SIGNIFICANT FINDINGS RELATED TO THE FOLLOWING OR OTHER CONDITIONS WHICH MAY INFLUENCE TEACHING EFFECTIVENESS

Allergies	Venereal Disease	Endocrine
Diabetes	Migraine	Other
Epilepsy	Muscular Incoordination	

Complete the attached recommendation and certificate form below, and detach from this examination form.

Duplicate for doctor's record on reverse side.

PHYSICIAN'S RECOMMENDATIONS AND CERTIFICATE OF EXAMINATION OF SCHOOL EMPLOYE

To ____________________ School Governing Body ____________________
Name ____________________ Name of Employe Examined

____________________ ____________________
Address ____________________ Address

143.16 Physical exams for teachers.

The governing body of each private or parochial school enrolling pupils in any grades from one to 12 and of every privately supported institution of higher education in the state granting a certificate, diploma or degree shall, as a condition of entering or continuing such employment, require a physical examination, including a chest X-ray or tuberculin test, of every employee of the institution except in institutions of higher learning employees working less than 60 days in any school year shall be exempt; except that a governing body may, in the case of a new employee, permit the employee to submit proof of an examination, chest X-ray or tuberculin test, which complies with this section taken within the past 90 days in lieu of requiring such examination, X-ray or test. If the reaction to the tuberculin test is positive then a chest X-ray shall be required. Additional physical examinations shall be required thereafter at intervals determined by the governing body. The physician making the examination shall prepare a report of the examination upon a standard form prescribed by the department. The report shall be retained in the physician's files and he or she shall make confidential recommendation therefrom to the governing body and to the employee on a form prescribed by the department. The recommendation form shall contain space for a certificate that the person examined is free from tuberculosis in a communicable form. Not more than 30 days after the opening of each semester or similar period, each institution shall file with the department a certificate of compliance on a form satisfactory to the department stating that they have complied with this section.

History: 1979 c. 221.

143.17 Health examinations.

(1) The provisions of sub. (2), relating to periodic physical examinations, shall apply to the vocational, technical and adult education schools; and to the University of Wisconsin system, except that their classified civil service personnel shall not be required to submit to general physical examinations but shall submit to chest X-ray or tuberculin tests as required in sub. (2).

(2) The governing body shall, as a condition of entering or continuing employment, require a physical examination including a chest X-ray or tuberculin test, of every person employed for 60 days or more in any fiscal year by the governing body; except that the governing body may, in the case of a new employee, permit the employee to submit proof of an examination, chest X-ray or tuberculin test which complies with this section taken within the past 90 days in lieu of requiring such examination, X-ray or test. If the reaction to the tuberculin test is positive, then a chest X-ray shall be required. Additional physical examinations shall be required thereafter at intervals determined by the governing body. The employee shall be examined by a licensed physician in the employ of or under contract with the institution. If no such physician is employed or under contract, the examination shall be made by any licensed physician selected by the employee. Such physical examinations, chest X-rays or tuberculin tests shall not be required of any such employee who files with the governing body an affidavit setting forth that he or she depends exclusively upon prayer or spiritual means for healing in accordance with the teachings of a bona fide religious sect, denomination or organization and that he or she is to the best of his or her knowledge and belief in good health and that he or she claims exemption from health examination on such grounds. Notwithstanding

the filing of such affidavit if there is reasonable cause to believe that the employee is suffering from an illness detrimental to the health of the pupils, the governing body may require such health examination of the employee sufficient to indicate whether or not the employee is suffering from such an illness. No employee may be discriminated against by reason of his or her filing the aforementioned affidavit. The physician making the examination shall prepare a report of his or her examination upon a standard form prepared by the department and the department of public instruction. The report shall be retained in the physician's files and he or she shall make confidential recommendations therefrom to the governing body and to the employee on a form prepared by the department and the department of public instruction. The recommendation form shall contain space for a certificate that the person is free from tuberculosis in a communicable form. The cost of the examinations, including X-rays and tuberculin tests, shall be paid by the individual employee, but the governing body may arrange for the use of its facilities and qualified professional staff to carry out this function with or without charge to th employee. Not more than 30 days after the opening of each semester or similar period, each institution shall file with the department a certificate of compliance, on a form satisfactory to the department, stating that they have complied with this section.

History: 1971 c. 154; 1975 c. 189; 1979 c. 221.

ADDENDUM "E"

FEDERALLY FUNDED TEACHERS

1. That the District agrees that all teacher contracts, including those for teachers under Federally Funded Programs, will be for 38 weeks.

2. That the District agrees that all teachers who agree to teach over 38 weeks, as an extension of their basic contract, shall be paid as additional compensation the sum of 2% of their basic 38 week contract for each additional week after 38 weeks.

3. That the District agrees to the proposals contained in Paragraphs 1 and 2 hereof, on the condition that any teacher contract for teachers who are teaching under a Federally Funded Program shall not be governed by the provisions of Article VI, Section E.

4. That the District will agree that in the 1975-76 Agreement, all teachers who are teaching under a Federally Funded Program shall be included under the provisions of Article VI, Section A, except that such teachers shall have no recourse to the provisions of Article VI, Section E, if such teachers are not offered contracts for the 1976-77 School Year. Commencing with the 1976-77 School Year, all teachers who are hired to teach Federally Funded Programs shall not have his/her contract nonrenewed except for just cause or except if the Federally Funded Program in which the teacher was teaching is discontinued by the District or discontinued by lack of funds.

5. Teachers who contract to teach more than 38 weeks, and are contracted to teach on Memorial Day and/or the Fourth of July, shall be paid holiday pay for said days.

ADDENDUM "F"

CHAPTER A-V 3 REQUIREMENTS FOR CERTIFICATION
WISCONSIN ADMINISTRATIVE CODE March 1981
Standard Five-Year Certificate Requirements Full Time Personnel

Group Identification	Education	Occupational Experience 63.	Professional Experience 64
Instructional Staff	50. Curriculum or Course Construction 2 cr. 51. Philosophy of VTAE in Wisconsin 2 cr. 52. Teaching Methods 2 cr. 53. Educational Psychology 2 cr. 54. Educational Evaluation 2 cr. 55. Guidance and Counseling 2 cr. 56. Bachelors Degree or Equivalent 57. Major Required of Academic Subject Teachers 30 cr. 69. Human/Intergroup Relations 2 cr.	Academic subject teachers - 12 months in any field except education Occupational subject teachers - 24 months as fully qualified worker in each instructional area	2 years
Counselors	51. Philosophy of VTAE in Wisconsin 2 cr. 62. Masters Degree in Guidance and Counseling or equivalent, i.e., bachelors degree plus 30 semester credits in counseling and guidance including the practicum experience	24 months outside field of education	2 years
Librarians	51. Philosophy of VTAE in Wisconsin 2 cr. 62. Masters Degree in Library Science or a bachelors degree including 30 semester credits in Library Science	12 months in any field except education or library management in an educational institution	2 years
Instructional Media, Audio-Visual, and Curriculum Specialists	50. Curriculum or Course Construction 2 cr. 51. Philosophy of VTAE in Wisconsin 2 cr. 52. Teaching Methods 2 cr. 53. Educational Psychology 2 cr. 54. Educational Evaluation 2 cr. 62. Graduate or undergraduate degree with major emphasis in A-V ed., instructional media, or curriculum 69. Human/Intergroup Relations 2 cr.	12 months in any field except education	2 years

Renewal Requirements The certificate will be renewed if the applicant for renewal has documented evidence of continued professional growth. Minimum evidence shall be six approved semester credits or two months of appropriate occupational experience or other professional activity delineated by the district in a plan of such activities.

General Five-year certificates are granted to personnel meeting requirements who are employed full time (50 percent or more as determined by each district) in state designated programs of a district.

CHAPTER A-V 3 REQUIREMENTS FOR CERTIFICATION
WISCONSIN ADMINISTRATIVE CODE March 1981
Two Year Provisional Certificate Requirements Full Time Personnel

Group Identification	Education	Occupational Experience	Teaching Experience
Instructional Staff	Bachelors degree or equivalent Academic subject teachers: 20 sem. cr. in appropriate area Occupational subject teachers: Required occupational experience may be substituted for credits	Academic subject teachers - 6 months in any field except education Occupational subject teachers - 12 months as fully qualified worker in each teaching area	None
Counselors	Masters degree in guidance and counseling or a bachelors degree and 20 semester hours of graduate credits in appropriate counseling courses	24 months outside field of education	2 years
Librarians	Graduate degree or undergraduate degree with a minor in Library Science	6 months in any field except education or library management in an educational institution	None
Instructional Media, Audio-Visual, and Curriculum Specialists	Graduate degree or undergraduate degree with major emphasis in audio-visual education, instructional media or curriculum	6 months in any field except education	2 years

General

Provisional certificates are granted to personnel meeting requirements who are employed full time (50 percent or more) in state designated programs of a district and have not met the requirements for the five-year certificate.

Educational Equivalency

1. A verifiable apprenticeship in the skilled trades and successful experience as a journeymen for a combined total of seven years shall be equivalent to a baccalaureate degree for certification purposes. The above plus a baccalaureate degree shall be equivalent to a masters degree.
2. If a formalized apprenticeship has not been completed, extensive occupational experience for a total of seven years and related education equivalent to an apprenticeship program will be equivalent to a baccalaureate degree for certification purposes.

Occupational Equivalency

1. Equivalency for occupational experience requirements may be established through evaluation.
2. Approved graduate education directly in a subject matter discipline may be substituted for required work experience. Two graduate credits equal one month of occupational experience.
3. Equivalencies may constitute no more than one half of the required work experience.

Renewal Requirements

Six semester credits or two months of appropriate occupational experience each two year period is necessary toward fulfilling the requirements for a standard five-year certificate. Two graduate credits equal one month of occupational experience.

AMENDING MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding applies to Article IX, Section E - Fringe Benefits, Item 6 - Disability Insurance, modified to read as follows:

> "The Board shall pay the premium for Plan II, Payment Method "B", of the Disability Insurance Policy for all full-time instructors and full-time non-instructional staff." (Reference: Policy description: Wisconsin Schools Insurance Fund Policy #59-1 with Standard & Optional Features as modified on April 1, 1986. The reference to carrier and policy number are only used to describe the Long Term Income Protection Policy and options therein.)
>
> "The Board shall have the right to designate the insurance carrier as long as the benefits are equal to or better than the existing benefits and the Employer agrees to consult with the Federation prior to changing carriers."

Additionally, the Bargaining unit agrees that:

1. Reopening negotiations and/or amending a negotiated agreement will not be considered a precedent-setting event for any future agreement for any reason.
2. Modifications of the current Disability Insurance would not be subject to the grievance procedure for the duration of the current agreement period through June 30, 1986.

FOR THE UNION:

Nancy A. Flood 3/17/86
President, Local #2308 Date
AFT, WFT, AFL-CIO

FOR THE DISTRICT:

3/19/86
Board Chairperson Date
Blackhawk Board of Vocational, Technical and Adult Education

3/19/86
District Director Date
Blackhawk Vocational, Technical and Adult Education District

IN WITNESS WHEREOF, THE FOLLOWING HAVE SET UNTO THIS AGREEMENT THEIR SIGNATURES AND SEALS, BEING DULY AUTHORIZED SO TO DO FOR THE RESPECTIVE PARTICES, ON THIS

(AS NOTED) DAY OF ________________, 19 86 .

(signed)

Nancy A. Hood
President
Local 2308, AFT, WFT, AFL-CIO

4/30/86
Date

Chairman, Bargaining Team
Local 2308, AFT, WFT, AFL-CIO

5-1-86
Date

Judith Douglas
Chairperson
Blackhawk Board of Vocational, Technical
and Adult Education District

5-8-86
Date

Richard C. Knutson
Secretary
Blackhawk Board of Vocational, Technical
and Adult Education District

5-13-86
Date

District Director
Blackhawk Vocational, Technical and Adult
Education District

5-5-86
Date

FOX VALLEY TECHNICAL INSTITUTE

MASTER CONTRACT

between

FOX VALLEY VOCATIONAL, TECHNICAL AND ADULT
EDUCATION DISTRICT

and

FOX VALLEY TECHNICAL INSTITUTE
FACULTY ASSOCIATION

July 1, 1985 to June 30, 1987

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PREAMBLE

This Agreement entered into between Fox Valley Vocational, Technical, and Adult Education District (hereinafter referred t as the "Board") and its professional employees represented by the Fox Valley Technical Institute Faculty Association (hereinafter referred to as the "Association").

The general intent of this Agreement is to further the purpose of the parties in providing maximum educational opportunities for the District.

ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative on wages, hours, and conditions of employment for all full-time employees and all regular part-time employees teaching an average of twelve (12) or more hours per week in the day school of the District, and engaged in teaching for at least eighteen (18) weeks, including classroom instructors, instructor/coordinators, guidance counselors, and librarians but excluding the following:

1. District Director, Administrators, Coordinators, and Supervisors;
2. Non-instructional personnel;
3. Office, clerical, maintenance, and operating employees.

ARTICLE II

MANAGEMENT RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the electo of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of Wisconsin, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees within the total school program;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and their employment assignment, or their dismissal; and to promote and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, and the right to create, combine, or eliminate any positions, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, th selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of instructors; and other employees with respect thereto, and nonteaching activities within the total school program.

The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of Wisconsin, and the Constitution and Laws of the United States. The exercise of the aforementioned rights shall not be in conflict with expressed provisions contained in this Agreement. The Board will not negate through policies any of the expressed provisions of this Agreement. When adopting rules and regulations, they shall be submitted to the Association for its information on their effective date.

ARTICLE III

ASSOCIATION RIGHTS

A. The Board recognizes under Section 111.70 of the Wisconsin Statutes the right of every employee to organize, join or support the Association for the purpose of engaging in collective bargaining or other mutual aid or protection.

B. The Board agrees that it will not discriminate in respect to wages, hours or conditions of employment against any employee because of his/her membership in the Association, participation in the activities of the Association, participation in negotiations with the Board, or by his/her presentation of any complaint or grievance under the terms of this Agreement.

C. The Board recognizes the rights of the Association to invoke the assistance of the Wisconsin Employment Relations Commission.

D. Upon the request of the Association, the Board agrees to make available within five (5) working days, if possible, the following material:

1. All available information concerning the financial situation of the District's budget requirements and such other information needed by the Association to develop accurate negotiation proposals on behalf of the employees for their wages, hours, and working conditions.
2. All available information which may be needed by the Association in order to intelligently process any grievance or complaint. Confidential and personal information is to be made available only with the written consent of the employee involved.

If it is not possible to make available the requested information within the five (5) working days, the Association shall be notified of the reasons why it is not possible and when the information is to be made available.

E. At the time of distribution of the Master Contract, the Board agrees to provide the President of the Association with fifty (50) copies of the Master Contract for the Association's use.

F. With permission of the District Director or his designee, the Association and its representatives shall be permitted to use District buildings for meetings between the hours of 4 p.m. and 10:30 p.m. Meetings shall be held outside the working hours of the participants.

G. The Treasurer of the Association shall be notified of the names, addresses and starting dates of all new employees covered by the Master Contract when they are hired. In the case of part-time employees covered by the Master Contract, the Treasurer of the Association shall also receive a copy of the complete (classes, prep time, etc.) work schedule when they are hired and when their work schedules are changed.

H. If negotiations occur during working hours, Association negotiators will not lose pay; however, the right to schedule negotiations during working hours shall reside with the Board.

I. Employees designated by the Association as grievance representatives shall be released from duty without loss of pay if requested to be present at any meeting between a grievant and a representative of the Board relative to the grievance if said meeting is called during working hours by the employer.

J. Payroll Deductions

The Board agrees to deduct Association dues from all employees in the bargaining unit and shall remit such dues to t Association. No employee shall be required to become or remain a member of the Association as a condition of employment. The foregoing provision shall be referred to as a "fair share" provision. The Administration shall work out reasonable mechanics for the deductions which shall be remitted to the Association.

K. The president of the Association shall be furnished with copies of preliminary and final notices of nonrenewals and/or layoffs at the same time as they are sent to bargaining unit employees.

L. Seniority List

On or about February 1 of each year, the District shall provide the Association with a list in each certification area which shall rank employees according to their seniority. The type of certification (approval, provisional, five-year, life) shall also be indicated.

ARTICLE IV

NEGOTIATIONS PROCEDURE

A. On or about December 1, 1986, and no later than December 31, 1986, the Association shall contact the Board in writing to set a mutually acceptable date no later than March 1, 1987, to meet, defer, and negotiate in accordance with the procedures set forth herein on any good-faith effort to reach agreement on all matters raised by either party concerning questions of wages, hours, and conditions of employment. This procedure is subject to limitations set forth in Article XIII, Term of Agreement.

Any agreement reached shall apply to all employees, be reduced to writing, and be executed by the appropriate and duly authorized officer or officers of the District Board and the Association.

B. During such negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the foregoing negotiation process.

C. The Board agrees not to negotiate with any employees' group or organization other than the Association in regard to any matters concerning questions of wages, hours, and conditions of employment.

ARTICLE V

EMPLOYEE RIGHTS

A. An employee covered by this Agreement may be discharged, laid off, nonrenewed, suspended, reprimanded, reduced in compensation, demoted or otherwise disciplined only for reasonable and just cause. Any such action, including adverse evaluation of employee performance, shall be subject to the grievance procedure set forth herein. All pertinent information bearing on any such action will be made available to the employee.

B. New employees shall be considered on probation for the first two years of work for the District and the just cause standard will not apply in any employee nonrenewal action during the employee's first two years of employment with the District. For such employees, nonrenewal shall not be arbitrary or capricious and shall be subject to the following provisions:

1. So long as the preliminary notice of the intent to nonrenew has been issued within the two-year probationary period or by February 28 of the second year of employment, whichever period of time is shortest, the nonrenewal shall not be subject to the just cause standard.
2. Written evaluation of all new employees shall be done by his/her supervisor according to the following schedule per instructional area: At least one evaluation will be made every six (6) months.
3. In the event the evaluation report indicates deficiencies or weaknesses, the new employee shall be given supportive assistance to correct the stated deficiencies or weaknesses. A record of such supportive assistance shall

be maintained by the evaluator and a copy provided the new employee assisted.

4. Any new employee alleged to have serious deficiencies or weaknesses shall be notified of them in writing by his/her supervisor at the time of the evaluation conference. If such deficiencies or weaknesses are judged to warrant future nonrenewal, the supervisor shall notify the Administrator-Human Resource Services who will, in turn, inform the new employee in writing that such action is being considered.
5. A conference to ascertain whether alleged deficiencies or weaknesses have continued and/or are serious enough to warrant nonrenewal will be held by the District Director or his/her designee with the new employee, the supervisor, and the Administrator of Human Resource Services in attendance. The new employee may appear alone or together with a representative of the Association.
6. The provisions provided here for new employees are in addition to all other contract provisions which apply to all employees.

C. An employee shall at all times be entitled to have present a representative of the Association whenever he/she is to be reprimanded, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present.

D. The Board or representative thereof shall notify an employee in writing of any alleged delinquencies in his/her professional performance, indicate expected correction, and indicate a reasonable time period for correction. Alleged breaches of discipline shall be promptly reported in writing to the affected employee.

E. All meetings and hearings shall be conducted in private and shall include only the interested parties and their designated representatives, unless the employee specifically requests an open meeting or hearing.

F. Disciplinary measures shall, except for aggravated infractions, follow these steps: a) oral reprimand; b) written reprimand, c) suspension, d) discharge.

G. The following procedure shall be followed in discharging, suspending or demoting an employee:

1. All charges against an employee shall be made in writing, signed by the person making the same, and filed with the District Director.
2. The District Director must decide whether or not to proceed upon such charges within fifteen (15) days of the filing.
3. If the District Director decides to proceed upon such charges, he/she shall furnish the Board and the employee with a written statement of the charges and shall, upon written request of the employee, provide for a due process hearing to take place before the Board not less than ten (10) nor more than thirty (30) days after receipt of the request from the employee. At such hearing, the employee shall be entitled to be represented by the Association and/or counsel of his/her own choice. The Board may suspend the accused employee from active performance of duty until a decision is rendered by the Board, but the employee's salary and fringe benefits shall continue during such suspension.

4. The Board shall make its decision within five (5) days of the close of the hearing.
5. No employee shall be discharged, suspended, or demoted except by a majority vote of the full membership of the Board.
6. Formal notification of the Board action shall be provided to the employee and the Association.
7. The employee may file a grievance after receipt of the formal notification of the Board action. Such grievance shall be submitted in writing to the Chairperson of the Grievance Committee or his/her designee. The Chairperson of the Grievance Committee or his/her designee may request in writing that the Association submit a grievance to binding arbitration.

   If the Association so decides, it shall, within fifteen (15) days after receipt of the formal notification of the Board action, file a written request with the Wisconsin Employment Relations Commission (WERC) to appoint a Commissioner or member of its staff to act as arbitrator and determine the matter. A copy of this request will be sent to the Board at the same time.

H. Renewal

1. An employee shall be given written notice of renewal or refusal to renew his/her contract for the ensuing school year, on or before March 15 of the school year during which said employee holds a contract with the Fox Valley Vocational, Technical and Adult Education District. If no such notice is given on or before March 15, the

contract then in force shall be continued for the ensuing school year. An employee who receives a notice of renewal of contract for the ensuing school year, or an employee who does not receive a notice of renewal or refusal to renew his/her contract for the ensuing school year on or before March 15, shall accept or reject, in writing, such contract not later than the following April 15. No employee shall be employed or dismissed except by a majority vote of the full membership of the Board. Formal notification of the Board action shall be provided to the employee. Nothing in this section shall prevent the modification or termination of a contract by mutual agreement of the employee and the Board. The Board may not enter into a contract of employment with an employee for any period of time as to which the employee is then under a contract of employment with another District.

2. At least fifteen (15) days prior to giving written notice of refusal to renew an employee's contract for the ensuing school year, the Board shall inform the employee by preliminary notice, in writing, that the Board is considering nonrenewal of the employee's contract and that, if the employee files a request therefore with the Board within five (5) days after receiving the preliminary notice, the employee has the right to a private due process conference with the Board prior to being given written notice of refusal to renew his/her contract.
3. At such conference, the employee shall be entitled to be represented by the Association and/or counsel of his/her own choice.

4. The preliminary notice shall include a statement of reasons for the nonrenewal.

I. Layoff

In the event that the Board determines to reduce the number of employee positions (full layoff), the provisions set forth in this section shall apply:

1. Procedure

   Selection of the employee(s) to be laid off shall be made according to the following criteria:

   a. Normal attrition resulting from employees retiring or resigning shall be relied upon to the extent it is administratively feasible in implementing layoffs.
   b. Volunteers shall be considered next and the most senior volunteer will be selected for layoff. In the event that an employee does volunteer, he or she shall be accorded all rights under the section.
   c. If Steps a and b are insufficient to accomplish the desired reduction, the Board shall select, in reverse order of seniority, part-time employees for layoff in the program or academic areas where such a reduction should occur.
   d. If Steps a, b, and c are insufficient to accomplish the desired reduction, then the Board shall select, in inverse order of their seniority, full-time employees for layoff of the program or academic area where such a reduction should occur. (Note: When the seniority of two or more employees is identical, the Board and the Association shall meet to determine by random selection who shall be considered to be the more senior employee.)

2. Certification

a. For the purposes of layoff and recall under this section, an employee must be certified (Standard Life, Five-Year, Provisional, Approval) in a program or academic area in which he or she is to work. For the purposes of displacement under this section, an employee is certified in a program area if he or she holds Standard Life Certification, or a Five-Year Certification, or Provisional Certification and has at least two years of related occupational experience in that area within the past eight years. (Credit equivalencies for occupational experience will be recognized as outlined in Chapter A-V3-Certification of Personnel), or Approval Certification. For the purposes of displacement under the section, an employee is certified in an academic area if he or she holds the Standard Life Certification, or a Five-Year Certification, or Provisional Certification and has at least thirty (30) credits in an academic area, or Approval Certification. When an employee holds Approval Certification in an area, he or she can displace an employee in that area only if that employee also holds Approval Certification.

b. For purpose of layoff, certification must be on file with the District on the day preceding the date of Preliminary Notice of Layoff (e.g., April 14 of the current fiscal year for layoffs for the ensuing fiscal year). In addition, employees who have submitted Individual Requests for Certification, along with all the necessary documentation, at least one month prior

to the date of Preliminary Notification of Layoff shall be considered to have such certification on file with the District for purposes of the subsection.

c. For the purposes of recall, certification must be on file with the District at least two (2) weeks prior to the starting date listed on the recall notice.

3. Notification

a. An employee shall be given a written Preliminary Notice of Layoff by April 15 of the current fiscal year for the ensuing fiscal year.

Within five (5) days after receipt of the Preliminary Notice of Layoff, an employee may request a conference with the Board. At such conference, the employee shall be entitled to be represented by the Association and/or counsel of his or her choice.

An employee shall be given a written final Notice of Layoff by May 15 of the current year for the ensuing fiscal year.

Written notices shall be provided to the employee in person or sent by certified letter to the employee's last known address. . It shall be the responsibility of the employee to notify the Board of any address changes. The Board shall provide the Association with a list of employees given Preliminary Notice and/or final Layoff Notice at the same time that the written notices are given to the employees.

b. A layoff shall be effective upon expiration of the individual contract or letter of appointment under which the employee is currently employed.

c. An employee who receives a final Notice of Layoff has ten (10) contract days from the date of receipt to notify the District whether he or she wishes to displace another employee. An employee displaced by this procedure shall have five (5) days after being informed of his or her displacement to notify the District whether he or she wishes to displace another employee.

4. Displacement

a. A full-time employee who receives final Notification of Layoff may displace any full-time employee with less seniority or part-time employee in a program or academic area which he or she is certified.

b. A part-time employee who receives final Notification of Layoff may displace any part-time employee with less seniority in a program or academic area for which he or she is certified.

5. Recall from Layoff

a. Recall shall be in direct order of seniority. An employee who is laid off shall be recalled to a vacancy if he or she is certified in the instructional area where a vacancy exists. Recall rights shall apply to vacancies which occur in the recall period. Recall rights shall be extended for a period of time not to exceed two (2) years and three (3) months following the effective date of layoff.

b. Employees who were previously assigned full-time positions shall be recalled to full-time positions provided that such employee shall have the option of accepting/rejecting any part-time position for which

they are certified that may exist without jeopardizing their recall status for any full-time position or any other part-time position. Employees who were previously assigned to part-time positions shall be recalled to any position for which they are certified that has been declined by all full-time employees and by all part-time employees with greater seniority.

c. The District shall given written notice of recall from layoff by sending a certified letter to said employees at their last known address. It shall be the responsibility of such employees to notify the Board of any change in address. The District shall also simultaneously send a copy of such letters to the President of the Association.

The recall notice shall specify the nature of work to be performed, the location(s), the number of hours per week, the hours of the day in which the work will be performed, and the duration of employment, including the starting and ending dates. To the extent possible, a definitive work and/or teaching schedule shall be included with a letter of recall.

d. No new or substitute appointments in the bargaining unit shall be made by the District if there are laid off employees who are certified to fill these vacancies unless said employees refuse the appointment because they have secured other employment which has a longer duration than the new substitute appointments. Said refusal shall not jeopardize their recall status.

e. Employees will not lose their recall rights if they secure other employment during the layoff. Unless this section specifically provides otherwise, an employee's recall rights terminate if he or she does not advise the District of the acceptance of a position offered within ten (10) days of receipt of notice of recall. Saturdays, Sundays, and vacation days within the school calendar year and legal holidays are excluded in computing time limits under this section.

f. On or about July 1 of each year, the District shall provide the Association with a current list of those employees who have retained recall rights. Such list shall include area(s) of certification, seniority, and the expiration date of recall rights. The Association shall have the right to file a grievance for employees who are not recalled if it appears that their reemployment rights have been violated.

g. Any employee on layoff status shall be permitted to continue his or her membership in the insurance program or any portion of it for a period of eighteen (18) months as long as it is not against the regulations of the carrier(s) by remitting to the District Board the full cost of the premium(s) by the first of the month (or nearest work day following the first of the month) prior to the month for which coverage is requested. Failure to make timely remittance shall result in the employee's termination of membership in the group insurance program.

h. All benefits to which employees were entitled at the time of their layoffs, including seniority, unused accumulated sick leave, and credits towards the Sabbatical eligibility, will be restored to them upon their return to active employment and such employee will be placed on the proper step of the salary schedule for the employee's current position according to the employee's experience and education.

i. In the event of a possible layoff or reduction from full-time to part-time status, an employee may waive the work hour provision in order to maintain full-time status or avoid layoff. Notice of such waiver shall be given to the Association.

J. Job Posting

1. A vacancy in a permanent position occurs when the Board elects to fill a position left vacant by the retirement, resignation, death, discharge or reassignment of the previous position holder, or when the Board creates a new position.

2. When a vacancy in a permanent position occurs, it shall be posted at the same time as any posting notice is sent to any outside school or employment agency or service but for no less than five (5) work days prior to closing the application period. However, if no external notice is sent, the internal posting shall still apply.

The President of the Association shall receive a copy of the posting. Employees interested in a posted position shall apply to the Administrator of Human Resource Services in writing. All employees who applied for the position and the President of the Association will be advised in writing when a vacancy is filled.

3. The posting notice shall be dated and shall include the title of the position, anticipated location and work hours, and a statement that the job description is available upon request at the Human Resource Office. The employer shall have the unilateral right to change location and work hours of the position.
4. In the event that an employee anticipates the posting of a vacancy during his/her absence, the employee may submit to the Administrator of Human Resource Services an indication of interest in the position. If posting of the vacancy does occur during his/her absence, this indication of interest will be considered as an application.
5. The Association shall be notified in writing when the Board determines to abolish a position.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to provide an orderly method for resolving differences arising during the term of this Agreement. A determined effort shall be made to settle any differences regarding the interpretation or application of a specific provision(s) of this Agreement through the use of the Grievance Procedure.

B. Definition

For the purpose of this Agreement, a grievance is defined as any complaint regarding the interpretation or application of a specific provision of this Agreement.

C. Procedure

Grievances shall be processed in accordance with the following procedures, and shall be initiated in writing at the appropriate Step within twenty (20) days after the facts upon which the grievance is based first occur or first become known.

Step 1

a. An earnest effort shall first be made to settle the matter informally between the employee and his/her immediate supervisor.
b. If the matter is not resolved, the grievance shall be presented in writing by the employee to the immediate supervisor. The immediate supervisor shall give his/her written answer within five (5) days of the time the grievance was presented to him/her in writing.

Step 2

If the grievance is not settled in Step 1, the grievance may, within ten (10) days following receipt of the immediate supervisor's decision (if applicable), be appealed to the District Director, in writing, by the Chairperson of the Association Grievance Committee or his/her designee, stating the reasons why the immediate supervisor's decision is unsatisfactory. The District Director, or his designee, shall schedule a conference with the Committee and the employee at a mutually agreeable time and shall hold it within ten (10) days of the filing. No later than five (5) days following the close of the conference, the District Director shall set forth, in writing, the decision and the reason(s) therefore, and return it to the employee and the Chairperson of the Association Grievance Committee or his/her designee.

Step 3

If the grievance is not resolved at Step 2, then, within ten (10) days after receipt of the District Director's decision, it may be appealed to the Personnel Committee of the District Board by the Chairperson of the Association Grievance Committee or his/her designee. The filing shall be done through the District Director's Office and the District Director shall be given a copy of same. The written appeal shall state the reason(s) why the District Director's decision is unsatisfactory. Within fifteen (15) days after receipt of the appeal, the Personnel Committee of the District Board shall set forth, in writing, the decision and the reason(s) therefore, and return it to the employee and the Chairperson of the Association Grievance Committee or his/her designee.

Step 4

a. If the grievance is not resolved in Step 3, then, within ten (10) days following receipt of the Personnel Committee's decision, the Chairperson of the Grievance Committee or his/her designee may request in writing that the Association submit the grievance to binding arbitration. If the Association so decides, it shall, within fifteen (15) days after receipt of the request, notify the Board that it is willing to proceed to binding arbitration on the grievance.

b. Within ten (10) days after the Association has notified the Board, representatives of the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, either party may file a written request with the Wisconsin Employment Relations Commission (WERC) to appoint a Commissioner or member of its staff to act as arbitrator and determine the matter.

c. The arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his/her decision on a timely basis. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions on the issue submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. This decision of the arbitrator will be final and binding on the parties.

d. In the event there is a charge for the service of an arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, or for a transcript of the proceedings, the parties shall share the expense equally.

D. Miscellaneous

1. The parties agree to follow each of the foregoing steps in the processing of a grievance. If the employer fails to give a written answer within the time limits set out for any step, the employee may immediately appeal to the next step. Grievances not processed to the next step within the prescribed time limits shall be considered dropped.
2. Grievances filed by the Association having general application or grievances involving discharges, suspensions, or nonrenewals, shall be submitted in writing to the District Director, with a copy going simultaneously to the immediate supervisor(s) involved. The processing of such a grievance shall be commenced at Step 2 and may follow through all remaining levels of the grievance procedure.
3. The written grievance shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issue involved, the specific section(s) of the Agreement alleged to have been violated, and the relief sought.

4. The employee representative may assist in processing the grievance at any step.
5. Saturdays, Sundays, and vacation days within the school calendar year and legal holidays shall be excluded in computing time limits under this Article.

ARTICLE VII

ABSENCES

A. Sick Leave

On the opening day of each school year, each employee in the bargaining unit shall be credited with paid sick leave according to the following formula:

1. ten (10) days for those employed 38 weeks;
2. five (5) days for those employed 18 weeks;
3. one (1) additional day for each four weeks of at least twelve (12) hours work per week for those employed during the summer (maximum of two (2) additional days).

For the purposes of this section, a day for part-time employees is defined as the amount of time a part-time employee is scheduled to work in a twenty-four (24) hour period (e.g., if a part-time employee is scheduled to work two and one-half (2-1/2) hours, a sick day equals two and one-half (2-1/2) hours.

Sick leave days shall be prorated if employment begins after the start of the school year.

Sick leave shall be accumulative to a maximum of ninety (90) days. In September of each year, all employees shall be provided with a statement that shows the amount of accumulated sick leave that is credited to them as of the start of the school year.

Sick leave includes illness of any employee during pregnancy, including actual confinement and recuperation period (i.e., from the date that such employee is incapable of performing normal duties until the date the employee is able to resume normal duties), the length of which is designated by the doctor of the employee.

B. Emergency Leave

An emergency leave policy, separate from sick leave, shall be continued.

1. Such leave is to cover death, serious illness, or other emergencies of a personal nature subject to final approval by the District Director.
2. Said leave is to be noncumulative and is to be granted, as necessary, at the rate of four (4) days per year. Extensions beyond four (4) days may be made by the District Director and shall be counted as sick leave granted.
3. Emergency leave is to be granted without deduction of employee's salary.
4. On any dispute concerning the granting of emergency leave, the Association shall retain the right to consult with the District Director for a mutually acceptable solution to the dispute.
5. The Association President shall be notified of action taken on requests for emergency leave. Such notification shall be limited to the name of the employee involved, the number of days requested and the number of days granted.

C. Professional Leave

1. Employees attending approved professional conferences, workshops, institutes, and other meetings subject to final Board approval, shall be reimbursed for all reasonable expenses incurred, i.e., transportation, lodging, meals, and registration or other fees. When it is evident that attendance or observation of an activity in another school

building or school system will contribute to the effectiveness of the instructional program, the employee may request permission to observe an activity in another school building or school system without loss of pay. Permission shall be subject to Board approval.

2. The Board agrees to send two (2) delegates selected by the Association to the National American Vocational Association Convention. The Board shall make all arrangements for transportation, food, and lodging, and pay all reasonable expenses of the delegates. The delegates shall be released from their classes without incurring a loss of pay. The delegates must be members of AVA and WVA.

3. Employees who hold current membership in WVA and who attend the annual WVA convention shall be reimbursed for the amount of convention early registration fee. Reimbursement will be made upon submission of registration receipt and expense voucher.

D. Jury Duty

Any employee who serves on a jury impaneled by any municipality, county, state or the federal government shall, upon presentation of proof, receive the difference between the per diem rate received as a juror and his/her regular school earnings for the time served on the jury. Such items as subsistence, travel or other expense allowance paid shall not be included in determining pay received from the government.

E. Work-Related Injury

Absence due to injury incurred in the course of the employee's employment shall not be charged against the employee's sick leave days, and the Board shall pay to such employee the

difference between his/her salary and benefits received under the Wisconsin Worker's Compensation Act for the duration of such absence.

F. Snow Days

In the event that classes are cancelled due to inclement weather, employees are required to report for work. However, in the event that employees do not report, they can use emergency leave in lieu of losing pay.

G. Sabbatical Leave

Sabbatical leave may be granted to instructors covered by this Agreement after successfully and continually performing their duties for a period of not less than five (5) years in the employ of the Fox Valley VTAE District Board calculated as of the time that said leave would commence and will be granted to no more than 2% of the (F.T.E.) instructors in the bargaining unit per year, under the following conditions:

1. Requests for sabbatical leave must be made in writing to the District Director, through the Administrator of Instructional Services/Economic Development, on or before February 1 of the school year preceding the school year or semester for which the leave is sought. The request must outline in detail the educational/research plan to be pursued. Committee members shall receive a copy of the plan at least one week prior to the meeting at which it is to be considered. Such leave is to be of not less than one (1) academic semester nor more than two (2) academic semesters (or the equivalent). For purposes of calculating the maximum number of instructors to be granted sabbatical leaves per year, an instructor on leave

for one (1) academic semester shall be counted at 50% of one instructor.

2. Sabbatical leave may be granted for the purposes of study or research in the instructor's major area of preparation and in line with his/her work and/or teaching assignment.

3. Sabbatical leave may be granted only to instructors who have, within their five (5) years of previous employment by the Fox Valley VTAE District Board, shown an interest, either through work experience or academic training, to upgrade themselves in their major area of preparation.

4.

   a. A Committee of three (3) members of the Faculty Association who have not made application for sabbatical leave for the subsequent school year or semester, will meet with the District Director, Administrator of Human Resource Services, and the Administrator of Instructional Services/Economic Development and make recommendations as to the individuals who should be considered for such leave prior to February 15. The District Director will present the recommendations to the Fox Valley VTAE District Board which has the final authority to grant the sabbatical leave. The Board will act on the recommendations prior to March 15.

   b. If the number of applicants is more than the maximum number of sabbatical leaves which can be granted, then, in order that all applicants be given equal consideration, the Board shall grant sabbatical leaves so as to best meet the professional needs within the District.

5.

   a. Such leaves shall be subject to the following financial arrangements:

      1) The instructor shall be paid at the rate of 50% of his/her contract salary as of the academic year in which leave is taken, and the amount shall be paid in equal installments bi-monthly during the period of leave. The instructor shall continue to receive all fringe benefits. The instructor shall advance on the salary schedule the following year as though he/she had been in full-time employment with the Board, provided that the instructor has received "C" grades or better in all subject areas as indicated in his/her educational plan, as submitted in the request for sabbatical leave.

      2) In the event that an instructor receives a special grant or scholarship while on such leave, which will afford some additional financial aid, the Board will adjust the salary so that the total sum of income does not exceed 100% of the instructor's salary as of the academic year in which leave is taken.

      3) The granting of sabbatical leave to any instructor shall be on the condition that the instructor will return to the employment of the Fox Valley VTAE District for a period of not less than two (2) years and in the event, except for disability or death, that the instructor leaves the employment of the Fox Valley VTAE District prior to the

expiration of the two (2) years, he/she shall reimburse the Board for funds received while on leave of absence. One-half (1/2) of the amount paid for the sabbatical leave will be credited for each year of employment after such leave.

4) Instructors on sabbatical leave shall normally be issued 38-week contracts.

H. Childrearing

The District Director may grant an employee a leave of absence of up to one (1) full year for the purpose of rearing his/her child. Minor adjustments in the above rule may be made by mutual agreement in order to meet the school's needs and the employee's needs. Employees on childrearing leave shall be permitted to make their own and the Board's contribution to all benefits requiring contributions. Only one (1) member of a family may take a childrearing leave of absence.

I. Adoption Leave

The District Director may grant an employee a leave of absence of up to one (1) full year for the purpose of attempting to officially qualify for adoption. Minor adjustments in the above rule may be made by mutual agreement in order to meet the school's needs and the employee's needs. Employees on adoption leave shall be permitted to make their own and the Board's contributions to all benefits requiring contributions. Only one (1) member of a family may take an adoption leave of absence.

J. Leaves of Absences

A leave of absence may be granted by the Board for the following reasons:

1. Ill health after using up accumulated sick leave.

2. Upon entering the armed forces in time of war or emergency.

3. For the purpose of a year of continuous study. A minimum of three (3) years employment by the Board is required for all employees making a request for a year of continuous study. Persons desiring leaves for special cases should submit this request in writing to the District Director who will refer it to the Board for their action. Upon returning from an approved leave of absence for continuous study, the employee shall be placed on the salary schedule without penalty for time lost due to the approved leave of absence.

K. Military Leave

Employees shall be granted a leave of absence for tour of military duty, reserve training, National Guard duty, or other qualifying military-related activities according to the rights and limitations of Wisconsin Statute 45.50 and other applicable laws.

L. Misuse of Leave Benefits

The Association recognizes and supports a program of appropriate action in any cases involving misuse of leave benefits.

M. Occupational Leave

Occupational leaves may be granted to employees after successfully and continually performing their duties for a period of not less than five (5) years in the employ of the Fox Valley VTAE District Board calculated as of the time that said leave would commence and will be granted to no more than 2% of the F.T.E. employees (when calculating the number of F.T.E. employees, a 48-week individual contract shall be equivalent to 1.00) in the bargaining unit per year under the following conditions:

1. An Occupational Leave Committee composed of three (3) members of the Faculty Association, who have not made application for occupational leave for the current or subsequent fiscal year, the District Director, the Administrator of Human Resource Services, and the Administrator of Instructional/Economic Development Services will meet and make recommendations as to the employees who should be granted such leave. The District Director will present the recommendations to the Fox Valley VTAE District Board which has the final authority to grant the occupational leave. However, recommendations presented by the District Director shall normally not be denied solely for monetary reasons. The District Board will normally act on the recommendations at least two months prior to the effective date of the leave.
2. In order that all applicants be given equal consideration, the Committee shall consider the following in recommending employees for occupational leave:
    a. evidence of acceptance of the employee's occupational plan by the employer offering placement;
    b. merit of the objectives of the occupational leave plan meeting the education needs of the District;
    c. years of service in the FVTI VTAE District;
    d. previous leaves of the applicant;
    e. distribution of employees selected for previous leaves within the District (Note: There should be a reasonable distribution unless circumstances warrant otherwise.);

    f. interview with the Occupational Leave Committee;
    g. ease or difficulty of hiring a certifiable replacement. (Note: A recommendation for an occupational leave shall not be denied solely because of the difficulty of finding a certifiable replacement. However, if after a reasonable search a replacement is not available, a recommendation for an occupational leave may be withheld for up to twelve (12) months after starting date requested.);
    h. the rate at which occupational skills are becoming obsolete due to changes in technology or within the industry, if applicable;
    i. the relative growth of public/private sector demand for employees within that occupational area, if applicable.
3. Requests for occupational leave must be made in writing to the District Director through the Administrator of Instructional/Economic Development Services through the Division Supervisor normally at least three (3) months prior to the effective date of the leave. The request must outline in detail the occupational plan to be pursued. Committee members shall receive a copy of the plan at least one week prior to the meeting at which it is to be considered. Such leave is to be not less than three (3) individual contract weeks nor more than forty-eight (48) individual contract weeks. For purposes of calculating the maximum number of employees to be granted occupational leaves per year, an employee on leave for twenty-four (24) individual contract weeks shall be counted as 50% of one employee.

4. When occupational leave is granted, it shall be for the purpose of updating work experience skills in the employee's major area of preparation and in line with his/her work and/or teaching assignment.

5. The employee requesting occupational leave must have received a 5-Year and/or Life Certificate or a letter from the WBVTAE stating that he/she has satisfied all necessary requirements for receipt of such 5-Year certification.

6. Such leaves shall be subject to the following financial arrangements:

   a. The employee shall be paid at the rate of 50% of his/her individual contract salary as of the fiscal year in which leave is taken, and the amount shall be paid in equal installments semi-monthly during the period of the leave. This payment will be made only for weeks that the employee would have been assigned to work under his/her individual contract. The employee shall continue to receive all fringe benefits and shall be considered to be in full-time employment with the Board during the period of leave. For purposes of vertical advancement on the salary schedule, work experience credit shall automatically be granted, at the rate of eighty (80) hours of work experience equal to one (1) credit, provided that the employer has verified and evaluated the employee's work experience. A maximum of fifteen (15) work experience credits can be granted for any such leave.

   b. In the event that an employee receives a special grant or salary from the employer offering placement while on such leave, which will afford some additional financial aid, the District Board will adjust the individual contract salary so that the total sum of income does not exceed 100% of the employee's individual contract salary as of the fiscal year in which leave is taken.

   c. The granting of occupational leave to any employee shall be on the condition that the employee will return to the employment of the Fox Valley VTAE District for a period of not less than four (4) times the length of the leave to a maximum of two (2) years and in the event, except for disability or death, that the employee leaves the employment of the Fox Valley VTAE District prior to the expiration of such period, he/she shall reimburse the District Board for individual contract salary received while on leave of absence. One-fourth (1/4) of the individual contract salary paid for each week of occupational leave will be credited as reimbursed for each week of employment after such leave, with the proviso that all individual contract salary paid shall be credited as reimbursed by the conclusion of the second year of employment after such leave.

   d. Employees on occupational leave shall be issued the same length individual contract which they had in the fiscal year immediately preceding the fiscal year in which the occupational leave is taken.

   e. Failure to return from the occupational leave at the time agreed to by the employee and the District shall be treated as a resignation unless the parties have mutually agreed to extend the leave or the failure is due to illness or disability.

ARTICLE VIII

EMPLOYEE WORKING CONDITIONS

A. The Operating and Contract Calendars

1. Professional staff contracts may be structured to cover a time span of up to 48 weeks, subject to Article VIII, Section N, of the Master Contract. The minimum length of any individual contract shall be 38 weeks or 190 contract days. It is understood that if an employee is hired after the 38-week contract calendar has commenced, it will not be possible to comply with the minimum length requirement and the employee's contract will be adjusted accordingly for that initial year.

2. The operating year and 48-week staff contracts shall consist of 240 days, or less, including convention days, in-service days, applicable legal holidays and grading days, with 225 or less teaching days. (See Appendix A for further details.) Thirty-eight (38) week contracts shall consist of 190 contract days, including the days above mentioned. The difference between the number of actual program contact days and the 190 standard is defined by the Professional Assignment Agreement procedure. (See the two (2) Memorandums of Understanding which are on file with the District and the Association and in the Professional Staff Handbook for further details.)

3. Some employees have work schedules which are not designed to fit the standard individual contract period(s).

   a. If a paid holiday to which they are entitled occurs during their "off" period, they shall be entitled to another day off by mutual agreement with their

Division Supervisor. All 38-week (190 day) contracts shall include seven (7) paid holidays. All contracts in excess of 38 weeks (191 plus days) shall include eight (8) paid holidays.

b. If convention days, inservice days, or scheduled preparation days occur during their "off" period, and are contiguous to their work schedules, they shall become a part of their work schedule. If they are not contiguous, employees have an option to make them a part of their work schedule. If they choose not to make these days a part of their work schedule, they shall be provided with equal time for corresponding or other activities elsewhere during the term of their individual contract by mutual agreement. Failing to reach mutual agreement on the corresponding or other activities, the employee shall receive an equivalent reduction in pay.

B. The Work Week

Each instructor shall have a work week consisting of five (5) work days, Monday through Friday only. Part-time instructors will perform their required duties within the Monday through Friday work week.

C. Work Day

1. The work day for each employee shall include his/her assigned teaching load for that specific day, plus his/her daily office-hour responsibilities. However, the work day shall not be more than a consecutive eight (8) hour span beginning no earlier than 7:30 a.m. and ending no later than 5:30 p.m., except as otherwise provided in "Reduction of Staff."

It is understood that exceptions may occur to accommodate special programs by mutual consent between the District Director and the individual employee involved.

2. Employees shall be given preference for any employment offered at their assigned campus in addition to business/industry/agency courses administered by their assigned campus, in their certified area of instruction beyond the eight (8) hour consecutive span to a maximum of two (2) sessions per week, excluding Saturdays, and shall be paid at the rate of 1/35th of his or her weekly individual contract salary per hour of actual instruction. This employment shall be on a voluntary basis.

3. The District Director shall furnish the President of the Faculty Association with copies of the waivers when they have been signed by the employees.

D. Office Hours

Instructors' responsibilities include that of advising and helping students on their course work outside of the regularly scheduled class hours. Each instructor is expected to establish and maintain regular posted office hours each teaching block during which he/she will be available to his/her students for consultation. Any additional consultation time shall be at the discretion of the instructor. Whenever an instructor is absent from his/her office or classroom for an appreciable period of time, the instructor shall leave word as to where he/she can be reached.

E. Duty-Free Lunch Period

All employees shall be entitled to a duty-free lunch period of at least fifty (50) minutes during either the fifth or sixth period; however, no 2-1/2, 3, or 4-hour shop class shall be split. No 4-hour shop class will start during the fourth hour, 10:30 a.m. to 11:20 a.m.

F. Assignments and Certification

1. Assignments

   a. Each year, instructors may express, in writing, to their immediate supervisor, their particular preferences of subject areas and also extracurricular assignment(s), if any.

   b. All subject assignments shall be made known, in writing, to instructors at least one month before the beginning of classes for the applicable teaching block. Tentative teaching schedules shall be available from the Division Supervisor two (2) weeks before the beginning of classes for the applicable teaching block.

2. Certification

   a. Unless they approve, employees shall not be assigned courses outside the scope of the teaching certification of their major or minor fields of study.

   b. The District will provide each employee with a copy of all certification documents which are sent into the state for him/her.

G. Work Load

See Memorandum of Understanding.

H. Evaluation

All monitoring or observation of work performance of an employee shall be conducted openly and with his or her full knowledge. All evaluations shall be based upon the evaluator's first-hand knowledge of the employee, whenever possible. An employee shall be given a copy of any evaluation

report prepared by his or her supervisor and shall have the right to discuss such a report with his or her supervisor before it is submitted to the central administration and then placed in his or her personnel file. The employee shall have the right to submit a written answer to such material and his or her answer shall be reviewed by the District Director and then attached to the evaluation report.

I. Legal Protection of Employees

The Board shall agree to provide and pay for fifty percent (50%) of the cost for legal counsel selected by the employee from Bar Association members residing in the Fox Valley VTAE District to defend any employee in a civil or criminal action arising out of an assault on an employee while on the school premises, an assigned off-campus worksite, or attending a school function. If an assault on an employee results in loss of time from work, the employee shall be paid in full for such time. This paid-absence time shall not be deducted from any sick leave to which such employee is entitled. In the event that any such employee received Worker's Compensation for such lost time, the Board shall pay the employee the difference between the amount of Worker's Compensation weekly benefits and the employee's full pay.

J. Assistance in Assault Cases

Employees shall report all cases of assault which they may suffer in connection with their employment to their supervisor immediately, who, in turn, shall report through channels to the District Director. The District Director shall then inform the employee immediately of his/her rights under the law and shall provide such information in a printed document to include the Rules of the Industrial Commission and the

Board. The District Director, or his appointed legal counsel, shall be requested to notify the employee of his readiness to assist the employee as follows: (1) by obtaining from police and/or from the supervisor relevant information concerning the assailant; (2) by accompanying the employee in court appearances; and (3) by providing other appropriate assistance.

K. Employee Lounge

The Board shall continue to make available in each school a room or rooms that are appropriately furnished for use as an employee lounge.

The Association shall be allowed to show items on the bulletin boards in the employees' lounges. All distributed and posted materials shall always be professional in approach and shall never contain personal attacks on another employee, the District Director and his/her staff, or members of the Board. The Association shall also be allowed to use employees' mail boxes for the distribution of its communications.

L. Employee Parking

Each employee shall be provided free parking area adjacent to the school and will receive a parking sticker for identification.

M. Personnel Files

1. There shall be only one official personnel file for each employee. The one official file shall be kept in the Human Resource Services Office. An employee shall have access to review his/her personnel file with a representative of the Human Resource Services Office. Only documents kept in an employee's official personnel

file shall affect the employee's employment status in the District.

2. Employees shall be able to receive, upon request, a copy of any material placed in their official personnel file, but shall not remove file material from the Human Resource Services Office. A representative of the Human Resource Services Office shall arrange for copies to be made for the employee.
3. Records pre-dating District employment shall be confidential and not available to the employee.
4. No materials shall be put in an employee's file unless the employee receives a copy excluding application forms.
5. An employee may append an explanation or rebuttal to any materials placed in his/her official personnel file.
6. No anonymous materials critical of an employee's work shall be placed in the employee's official personnel file.
7. A written reprimand shall be removed from an employee's official personnel file one year from the date it is issued.
8. Material relating to "time off discipline" shall be removed from an employee's official personnel file three (3) years from the date it is issued provided no further "time off discipline" occurs within the three (3) year period.

N. 48-Week Contracts

If it is determined by the Board that it is necessary or desirable to issue 48-week contracts, the following procedure will be followed:

1. Prior to February 15, employees in the department where the 48-week contracts will be issued will be polled to

determine which employees are interested in 48-week contracts.

On or before March 1, the Board will indicate to those employees selected for 48-week contracts.

2. Once an employee has indicated a willingness to accept a 48-week contract, the employee must accept such a contract for that period when tendered by the Board, unless excused by the Board.
3. In the event there are insufficient students available to begin or continue a class, an employee may be assigned other professional duties, or by mutual agreement may be released from the extended portion of the contract. The Board reserves the right to request that contracts be extended to 48 weeks in the event that programs warrant extension to 48 weeks on changing condition or numbers of students, provided the employee is willing to accept a 48-week contract.
4. If more employees are interested in longer-term employment than there are positions available, the opportunity to obtain an extended contract shall be afforded those members of the department qualified to teach the proposed course offerings on a rotating basis each year, using decending seniority within the department to establish the rotation cycle. If no employee indicates an interest in an extended contract, the District Director may issue extended contracts to those in the department eligible for such employment (see grandfather clause) on a rotating basis each year, using ascending seniority within the department to establish the rotation cycle.

5. Contracts of 48 weeks will be issued on March 15. No employee employed as of the 1975-76 school year will be compelled, as a condition of employment, to accept a 48-week contract.

ARTICLE IX

COMPENSATION

A. Salary Schedule

1. B.S. Base

The beginning B.S. base for forty-eight (48) weeks shall be set at:

Base Amount	Effective Date
$23,931	07/01/85
$25,247	07/01/86

2. Horizontal Increment

a. The yearly horizontal increment for B.S., B.S.+6, B.S.+12, B.S.+18, B.S.+24, B.S.+30, B.S.+36 shall be as per salary schedule.

b. The yearly horizontal increment for M.S., M.S.+6, M.S.+12, M.S.+18, M.S.+24, M.S.+30 shall be as per salary schedule.

3. Vertical Increment

a. The vertical increment shall be as per salary schedule for each six (6) credit track.

b. In order to qualify for advancement to the B.S.+36 track, an employee must (1) have earned at least thirty-six (36) approved credits beyond the Bachelor's degree; and (2) have earned at least six (6) approved credits after July 1, 1983.

4. Implementation of a New Salary Schedule

As a new salary schedule is effective on July 1, all employees working during the summer shall automatically receive the increase due them as a result of the new schedule. Example: An employee working from June 20 - August 10 would be paid from June 20 - June 30 on the 1984-85 salary schedule and from July 1 to August 10 on the 1985-86 salary schedule. (Compensation for work experience and longevity, if applicable, would continue to be added to the above amounts.

5. Longevity

Any employee who does not receive a horizontal increment by virtue of being at the maximum of the lane shall receive a longevity payment of $500.00 based upon a 48-week individual contract. Employees entitled to longevity payments who have less than 48-week individual contracts shall receive a prorated payment based upon the number of weeks specified in their individual contracts divided by 48.

Full-time employees having part-time assignments beyond their individual contracts and part-time employees shall have longevity included in their hourly rate.

6. Experience Increments - Full-time Employees

Experience increment changes shall be made effective July 1 of each year. In addition to the granting of experience increments in normal situations, employees shall also be granted an experience increment in the following instances:

a. An employee received pay for ninety-five (95) or more individual contract days during the preceding fiscal year of the District;

b. A specific section of the Master Agreement applies (e.g., Article VII, Section J-3).

7. Experience Increments - Part-time Employees

A part-time employee shall be given an experience increment when he/she accumulates 1,330 hours. This includes teaching hours, preparation time, and paid leave time. Experience increment changes shall be made effective July 1 of each year. Any hours accumulated over 1,330 and up to 1,680 will not be carried forward. Any hours accumulated over 1,680 will be carried forward to successive year(s).

B. Prior Approval for Salary Advancement

Requests for work experience, workshops, and college credits must have prior approval of the Administrator-Human Resource Services to be credited for salary advancement.

C. Credits Earned Prior/Subsequent to a Master's Degree

A maximum of six credits which have been approved by the District Director, which were earned in the major or minor area of instruction prior to completion of the Master's Degree, but which do not apply toward that degree, shall be applied beyond the effective date of the degree. Credits previously recognized beyond the Master's Degree will continue to apply.

D. Work Experience

1. Obtained Prior to Employment

Employees whose initial employment started after August 25, 1969, will be given one step on the salary schedule for two years' work experience as required for state certification.

2. Obtained Subsequent to Employment

During any three (3) year period, an employee shall be eligible to receive a maximum credit of 480 hours of work experience for purposes of advancement on the salary schedule. The following provisions apply:

a. The work experience must be pre-approved by the division supervisor and District Director;

b. The employer must verify and evaluate the employee's work performance;

c. The work experience must be directly related to the employee's field;

d. Each eighty (80) hours of work experience shall be equivalent to one (1) credit for purposes of advancement on the salary schedule.

E. Advancement in Classification

If an employee completes the necessary credits for advancement to a higher professional level, the employee will be issued an addendum to his/her contract reflecting the higher increment. Notification by the employee, in writing, of such change must be received by the Administrator-Human Resource Services on or before September 1, February 1, or July 1, to be effective on those dates. A transcript of credits earned or verification of work experience shall be forwarded to the Administrator-Human Resource Services when received. If the transcript or verification of work experience is not received by the end of the current period, all additional payments for the new classification will be deducted from the employee's salary.

F. Method of Payment

Employees who have thirty-eight (38) week individual contracts shall be paid in twenty (20) (first paycheck on September 15 and the last paycheck on June 30), or twenty-four (24) (first paycheck on September 15 and the last paycheck on August 31) equal installments. When individual contracts are issued, an employee shall indicate which option he or she prefers. Employees having forty-eight (48) week individual contracts shall be paid in twenty-four (24) (first paycheck on July 15 and the last paycheck on June 30) equal installments. Employees having individual contracts which are greater than thirty-eight (38) weeks and less than forty-eight (48) weeks shall be paid in twenty-four (24) equal installments.

G. Summer School: Full-time Employees

1. A full-time employee having a part-time assignment during the additional weeks of school beyond his/her individual contract shall be paid a salary of 1/35 of his/her current year's weekly individual contract salary per hour of actual instruction. Each employee shall be paid one-fourth (1/4) hour preparation time for each class hour taught provided that the preparation is done at school.
2. Full-time employees will be given preference for employment during the summer school session for instruction in existing courses in which they are presently certified and teaching. If none are available, preference shall be given to full-time employees who are presently certified.
3. Full-time employees will be given preference for employment during the summer school session for instruction in new courses which they have developed.

H. Part-time Employees

1. Part-time employees are defined as those employees teaching less than full-time but regularly teaching an average twelve (12) or more hours per week in the day school of the District for a minimum of eighteen (18)

weeks. A part-time employee shall be paid 1/35 of his or her weekly salary as determined by the employee's place on the salary schedule for each hour of actual instruction. Each part-time employee shall be paid one-fourth (1/4) hour preparation time for each class hour taught provided the preparation is done at school.

2. A part-time employee's letter of appointment shall include any noninstructional days within the appropriate segment of the school calendar. Holidays which are contiguous to the instructional block in which they are working shall also be included. Part-time employees shall be paid their regularly hour rate for actual hours of attendance on inservice and inservice/meeting days.

For all other noninstructional days (grading, holidays, convention, preparation) which apply to the specific categories of part-time employees, they shall be paid their regular hourly rate for the average number of hours assigned (including preparation) per day during a normal five (5) day work week.

EXAMPLE: If a part-time employee has an assignment twelve (12) hours of class plus three (3) hours of preparation, he/she will receive a total of fifteen (15) hours of compensation. For each applicable noninstructional day during a work week, the part-time employee would receive three (3) hours of compensation (15 divided by 5). This amount would be paid regardless of whether or not the part-time employee was scheduled to work on that day of the week during a normal work week.

I. Employees' Retirement

The Board shall automatically contribute five (5) percent of each eligible employee's gross salary to the Wisconsin Retirement System in addition to the regular employer share as mandated by State Statute. Effective January 1, 1986, the Board shall automatically contribute six (6) percent of each eligible employee's gross salary to the Wisconsin Retirement System in addition to the regular employer share as mandated by the State Statute. The final decision on an employee's eligibility shall be made by the officials of the Wisconsin Retirement System and shall be pursuant to the State Statute and/or Administrative Code. Wherever it is determined by the Wisconsin Retirement System that an employee is not eligible to participate in the Wisconsin Retirement System, the District shall:

1. Notify the employee and the President of the Association of that fact.
2. Retroactively contribute an amount equal to that which would have been paid to the Wisconsin Retirement System, if the employee had been eligible, at the time the employee initially becomes eligible for the Wisconsin Retirement System. This paragraph shall be applicable to part-time employees who are hired after July 1, 1986.

J. Travel

Travel will be paid only when an employee is required to travel to another high school district to teach a class which is not in his/her high school of residence or in his/her primary teaching assignment, except travel will be paid to employees who are required to travel as part of their regular work assignment. Travel is to be paid at twenty-two ($.22) per mile.

Effective July 1, 1986, mileage reimbursement shall be paid to employees who are required to travel as part of their work assignments. Mileage reimbursement is to be paid at twenty-one ($.21) per mile.

All employees shall be assigned a base campus (i.e., Appleton, Oshkosh, or one of the Regional Centers). An employee's base campus shall be the campus where he or she is assigned to work most of the time. In addition, if an employee has a total outreach assignment then his or her base campus shall be the campus closest to his or her dwelling.

For the purposes of mileage reimbursement, if an employee goes directly from his or her dwelling to assigned duty other than his or her base campus, mileage will be paid over and above that from the home campus to the assigned duty station. In addition, if an employee goes directly from his or her assigned duty to his or her dwelling, mileage will be paid over and above that from the base campus to the dwelling.

K. Direct Deposit

Current employees shall have the option of receiving a paycheck or enrolling in the District's direct deposit program by notifying the Business Office by September 15 of their intent to receive a paycheck rather than being enrolled in the direct deposit program. New employees shall be enrolled in the direct deposit program. When ninety percent of the employees in the Faculty Association bargaining unit become enrolled in the District's direct deposit program, all remaining employees will then also be enrolled in the direct deposit program.

L. Curriculum Writing

Effective July 1, 1986, employees shall be given preference for any Curriculum Writing assignments which are to be performed outside of the normal work day.

1. Compensation for curriculum development for new courses shall be $12 per course hour of instruction.

   (Example: A three-credit associate-degree course with 54 hours of instruction would involve a contract of 54 x 12 = $648.)

2. Compensation for major course revision and conversion to WisCom shall be at $8 per hour per course hour.

3. An additional $3 per hour is paid to curriculum developers for keying curriculum materials on AOS or the micro version of the WisCom curriculum formats.

This employment shall be on a voluntary basis.

ARTICLE X

INSURANCE

A. Hospital and Dental Insurance

1. Full-time Employees

   Group hospital insurance and dental insurance is available to all employees of the District Board. Effective July 1, 1985, through August 31, 1987, the District Board shall pay up to $207.54 monthly toward the combined cost of the premium of a family hospital plan and dental plan and up to $87.30 monthly toward the combined cost of the premium of a single hospital plan and dental plan.

   The benefits are those currently outlined in the Master Policy and Summary Plan Description. They are attached as Appendix D.

2. Part-time Employees

   A part-time employee covered by this Master Agreement shall be eligible at his/her option for the same group health and dental insurance as is provided for full-time employees. The District Board shall pay a prorata premium based upon a ratio as follows:

Assignment and Preparation Time Worked Per Average Week	Board Pays
12.0 through 19.9 hours	50%
20.0 through 27.9 hours	75%
28.0 through 35.0 hours	100%

   This ratio (pro-ration) will be effective at the start of each semester or twelve (12) week block, whichever is applicable, effective 1985-86. The part-time employee will pay the difference in premium between the prorata amount and the full premium.

B. Life Insurance

1. Full-time Employees

The District Board shall pay the full premium on a group life insurance policy for each employee. Said insurance is to contain an accidental death and dismemberment rider. The amount of insurance shall be $40,000 for each full-time employee. The benefits are those currently outlined in the Master Policy and Summary Plan Description which is attached as Appendix E.

2. Part-time Employees

A part-time employee covered by this Master Agreement shall be covered by group life insurance. The District Board shall pay the full premium and the coverage shall be based upon a ratio as follows:

Assignment and Preparation Time Worked Per Average Week	Coverage
12.0 through 19.9 hours	$20,000
20.0 through 27.9 hours	$30,000
28.0 through 35.0 hours	$40,000

This ratio (pro-ration) will be effective at the start of each semester or twelve (12) week block, whichever is applicable, effective 1985-86.

3. Optional Purchase

The present life insurance carrier allows employees to purchase at their own expense supplemental and dependent life coverage. This insurance will continue to be available to employees so long as this carrier or any future carrier provides for such coverage. The supplemental and dependent life coverages are subject to all changes in the rules of the present or future carrier.

C. Income Protection

A long-term disability plan is available with the District Board paying up to 48 cents ($.48) per hundred dollars of salary. For full-time employees, individual contract salary (including extensions and/or longevity, if applicable) shall be covered by the LTD insurance plan. For part-time employees, letter of appointment salary at the start of each semester or twelve (12) week block, whichever is applicable, shall be covered by the LTD insurance plan. After satisfying the waiting period, an employee has the option of continuing to use accumulated sick leave or receiving LTD benefits. The benefits are those currently outlined in the Master Policy and Summary Plan Description plus those upgraded in negotiations. They are attached as Appendix F.

D. General Insurance Matters

1. The District shall provide employees with the necessary forms for insurance coverage on or before the first day of work. Coverage shall begin on the first day of an employee's employment or when the forms are returned, whichever is later, subject to carrier(s) regulations. Employees will be required to sign a dated receipt that they have received the necessary forms. The Human Resource Services Office shall provide employees with a dated receipt that the necessary forms have been returned.

2. All insurance programs shall be provided to each employee and shall continue for a full twelve (12) month period. Employees who take an approved unpaid leave of absence, resign, or are discharged prior to completing the minimum individual contract obligation (i.e., 38 weeks) shall be included as participants in all insurance programs until

the end of the month in which their resignation, discharge, or approved unpaid leave of absence becomes effective. Such employee may then continue as a member of the group hospital and dental insurance programs for the period provided in state statutes for participation in group hospital plans alone as long as this is not against the regulations of the carrier(s), provided he/she pays the premiums from the end of the month in which the approved unpaid leave of absence, resignation, or discharge becomes effective. If the statutory period changes, the period described above changes. As of the date of the Master Agreement signing, the parties understand that the state statutes prescribe a period of eighteen (18) months for employees to continue group health insurance plans.

Employees who have completed a minimum individual contract obligation (i.e., 38 weeks) and who were nonrenewed or resigned or are discharged shall be included as participants in all insurance programs until the end of July. Employees who were laid off shall be included as participants in all insurance programs until the end of August.

3. Employees on an approved unpaid leave of absence or on layoff who choose not to continue, after the District has completed its obligations, any or all of the insurance plans for which they are eligible at their own expense, shall, upon return to work, be treated as a new employee for purposes of enrolling in the:

   a. Dental, life, and LTD insurance plans;
   b. Health insurance plan provided the request for reinstatement occurs before the expiration of one (1) year from the date the insurance plan was cancelled.

E. Retirement Benefits

1. Effective July 1, 1985, through August 31, 1987, when an employee resigns or retires at age 65, the District Board shall pay up to $207.54 monthly toward the combined cost of the premium of a family hospital plan and dental plan and up to $87.30 monthly toward the combined cost of the premium of a single hospital plan and dental plan for a period not to exceed three (3) months from the date of resignation or retirement.
2. In the event that an employee retires at age 62 or later, but prior to age 65, and receives an annuity from the Wisconsin Retirement System, the District Board shall pay up to $207.54 monthly toward the combined cost of the premium of a family hospital plan and dental plan and up to $87.30 monthly toward the combined cost of the premium of a single hospital plan and dental plan up to age 65, provided that the retiree is not eligible for health insurance from another employer.
3. Retirees can remain with the group with payment of premium until both retiree and spouse qualify for Medicare and/or Medicaid.

F. Liability Coverage

Present liability insurance covering tort liability of employees during the course of their employment, which is obtained and paid by the Board, shall be continued in the amount of $1,000,000 total coverage and $100,000 per incident.

G. Establishment of Health and Dental Insurance Program Rates; Selection of Health and Dental Insurance Carrier(s) and/or Program Administrator

1. A committee comprised of representatives of the Educational Support Personnel Association, the Faculty Association, and the District shall review the District's insurance program on an ongoing basis. The committee will be provided with all relevant and necessary District financial and insurance information requested by one or more representatives.

2. During the terms of the 1985-86 and 1986-87 Agreements, no employee contributions shall be required with respect to the District's provision of the insurance benefits required by this Agreement.

3. The District reserves the right to change insurance carrier(s)/administrator provided:

   a. That the District has given the Association written notice of its intention to change carrier(s)/administrator at least sixty (60) days prior to the effective date of the proposed change;

   b. That the insurance plan provided through the new carrier(s)/administrator provides equal or better insurance benefits, including coverage and amounts of claims payments, and eligibility requirements; and

   c. That any increased premium costs resulting from the District's change of carrier(s)/administrator or due to a change in the District's method of funding its

insurance benefit obligations under this Agreement will be borne solely by the District.

4. In the event that the District proposes to change the insurance program rates/premiums or rate/premium structure, the following provisions shall apply:

   a. The District shall provide the Association with written notice of any proposed change in the insurance program rates/premiums or rate/premium structure at least sixty (60) days prior to the effective date of any such proposed change(s).

   b. The District shall provide the Association's representatives with full access to the District's financial and insurance records for the purpose of reviewing the District's proposed change in the insurance program rates/premiums or rate/premium structure.

   c. In the event that, after such review, the Association disputes the need and/or reasonableness of the District's proposed change(s) in the insurance program rates/premiums or rate/premium structure, such dispute shall be submitted to the final and binding resolution procedure set forth below. No proposed changes in the insurance program rates/premiums or rate/premium structure shall become effective until the procedures set forth in this subsection are completed; however, any new rates resulting from the procedures set forth in this subsection shall be retroactively applicable to the effective date referred to above in paragraph "a."

4. Dispute Resolution Procedure: In the event that the parties' representatives are unable to resolve a dispute over any proposed change in the insurance program rates/premiums or rate/premium structure, the parties shall mutually select an independent individual or firm knowledgeable in the area of employee insurance benefits who shall have the authority to resolve the parties' dispute. Said resolution shall be final and binding upon the parties and may include the decision that the insurance program rates/premiums or rate/premium structure should not be changed or that it should be changed in a manner different from that proposed by either the District or the Association. The costs of the independent individual/firm shall be divided equally between the parties. In the event that the parties are unable to mutually select an individual or firm to resolve the dispute pursuant to the following procedure:

   1) Each party shall submit the names of three (3) independent individuals and/or firms knowledgeable in the area of employee insurance benefits;
   2) By random drawing, one (1) of the submitted individuals/firms shall be removed from the list;
   3) From the remaining five (5) individuals/firms, the parties shall select the individual/firm who will resolve the dispute by alternately striking names, with the party whose nominee was randomly removed from the list having the final strike.

5. The provision set forth above in subsections 3 and 4 shall survive the expiration of this Agreement and shall continue in full force and effect until a successor collective bargaining agreement is executed by the parties.

6. The District does hereby indemnify and shall save the Association harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of the District's self-funding and/or self-insuring of the employee insurance benefits provided for this Agreement; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the District and its attorneys. However, nothing in this section shall be interpreted to preclude the Association from participating in any legal proceeding challenging the District's self-funding and/or self-insuring of the employee insurance benefits provided for in this Agreement through representatives of its own choosing and at its own expense.

7. A committee comprised of members of the Educational Support Personnel Association, Faculty Association, and representatives of Management will be formed to explore cost containment and scope of coverage for Income Protection (L.T.D.), life insurance, hospitalization, and dental insurance plan of the District. The committee will be formed by October 1, 1986.

ARTICLE XI

MISCELLANEOUS PROVISIONS

A. Wage and Benefit Control Savings Clause

If any wage or benefit provision of this Agreement is nullified or modified by the action of any government agency as a result of the institution or reinstitution of any form of wage or benefit controls, the parties will meet to determine what joint action might be taken, if any, as a result of such governmental action.

B. Except as this Agreement shall hereinafter otherwise provide, all wages, hours, and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the rules, regulations, and/or policies of the Board in force on said date, will continue to be so applicable during the term of this Agreement.

C. The Board and the Association mutually recognize the rights as well as the responsibilities of the parties pursuant to 111.70 and other applicable statutes.

D. This Agreement may not be modified in whole or in part by the parties except by an instrument in writing, duly executed by both parties.

E. Separability Clause

If any portion of this Agreement shall be invalidated by legislation or court decision, the remainder of the Agreement shall continue in effect and negotiations will immediately commence to replace that portion of the Agreement which has been declared invalid.

F. Any full-time employee intending to be released from his or her individual contract or a part-time employee intending to be released from his or her letter of appointment with the District without penalty shall give at least forty-five (45) calendar days notice in writing. No employee will be released from his or her individual contract or letter of appointment with less than fifteen (15) days notice and the employer shall be free to pursue any legal means to recoup all damages and administrative costs due to a separation without fifteen (15) calendar days notice. Any employee giving less than forty-five (45) days but at least thirty (30) days notice shall forfeit $175.00 in liquidated damages. An employee giving less than thirty (30) days but at least fifteen (15) days notice shall forfeit $350.00 as liquidated damages.

An employee subject to liquidated damage payments pursuant to this provision shall be released from his or her individual contract or letter of appointment only after giving written authorization to the employer to deduct the liquidated damages from wages earned with the employer.

G. Seniority

Seniority is defined as the length of uninterrupted service in the bargaining unit and starts on the first day of employment with the following conditions:

1. Employees collecting LTD benefits or on an unpaid leave of absence for less than six (6) months shall continue to accrue seniority and their service shall not be considered as interrupted.

EXAMPLE: An employee works for five (5) years and then takes takes a four (4) month unpaid leave of absence.

When he/she returns after the four (4) months, he/she will have five (5) years and four (4) months of seniority.

Employees collecting LTD benefits or on unpaid leave of absence for six (6) months or more shall neither lose nor accrue seniority and their service shall not be considered as interrupted.

EXAMPLE: An employee works for five (5) years and then takes an eight (8) month unpaid leave of absence. When he/she returns, he/she will have five (5) years of seniority.

An employee on a paid leave of absence shall continue to accrue seniority and his/her service shall not be considered as interrupted.

Subject to the termination of his/her recall rights, an employee on full layoff shall neither lose nor accrue seniority and his/her service shall not be considered as interrupted.

2. If an employee leaves the bargaining unit for a full-time nonbargaining unit position at FVTI, he/she shall be credited with previous seniority accrued if he/she returns to the bargaining unit within two (2) years.

3. A separate seniority list shall be maintained for full-time employees (i.e., a person who holds an individual contract) and for part-time employees (i.e., a person who holds a letter of appointment and who is covered by the Master Agreement). Seniority for part-time and full-time employees shall be computed in years. Maximum accumulation in a fiscal year shall be one (1) year.

4. Employees moving from the part-time seniority list to the full-time seniority list shall initially be credited with one-half the number of years accrued on the part-time seniority list.

Employees moving from the full-time seniority list to the part-time seniority list shall initially be credited with two times the number of years accrued on the full-time seniority list.

H. Limited-Term Employees

1. Definition

Limited-term employees are persons who are hired to replace regular employees who are on a long-term (thirty (30) workdays or more) paid/unpaid leave of absence.

2. Bargaining Unit Status

Limited-term employees are members of the bargaining unit and shall be subject to all the terms and conditions and receive all the rights and benefits of the collective bargaining agreement except that they shall have no seniority and shall not be eligible for recall or an unpaid leave of absence. However, limited term employees shall be given consideration for future regular employment in positions for which they are qualified and, if they obtain regular status in the same bargaining unit through continuous employment, they shall have their seniority date of employment established as the effective date of hire as a limited-term employee. In addition, if a limited-term employee works beyond the time limitations set forth below, he/she shall then be considered a regular employee. As a regular employee, he/she shall have no claim on the position in which he/she was working but shall be notified of any vacancy(ies) which may occur and, at the very least, is entitled to be placed on layoff.

3. Limitations

Limited-term status shall expire either:

a. No earlier than when the regular employee returns to work but no later than ten (10) contract days after the regular employee has returned to work,

or

b. No earlier than the date the regular employee's resignation is received by the District but not later than thirty (30) calendar days after the regular employee's resignation has been received by the District, unless a person who is not currently employed by the District is hired as a replacement. In that situation, the time limit shall be seventy (70) rather than thirty (30) calendar days.

I. Voluntary Early Retirement

Effective July 1, 1985, any full-time bargaining unit employee covered by the Wisconsin Retirement System (WRS) who has attained age sixty-two (62) and has at least fifteen (15) years of continuous service with the District is eligible for Voluntary Early Retirement (VER). Continuous service is uninterrupted employee status and includes time on a Board-approved paid or unpaid leave of absence and time spent on layoff status. The employee who elects early retirement must notify the Board a minimum of four (4) months prior to his/her retirement date. Unless otherwise agreed, resignation must be submitted effective at the end of a block of instruction at which time the employee's retirement would

begin. The maximum number of qualifying bargaining unit members able to elect voluntary early retirement shall be limited to four (4) per fiscal year. Bargaining unit members selected for voluntary early retirement shall be on a first come first served basis. There will be no carry over of requests from one fiscal year to the next.

This voluntary early retirement program shall be in accordance with Section 40.02(42)f, Wisconsin Statutes, and the District will pay the prescribed additional cost to provide unreduced retirement benefits under the Wisconsin Retirement System.

If any aspect of this VER provision is found to be in violation of any state or federal discrimination laws, only the specific portion of the provision found to be invalid shall be null and void, and the parties shall immediately bargain a successor clause to replace the voided language. If the present law is not reauthored after August 1, 1987, or if any amendment to Section 40.02(42)f requires an increase in the contributions required of the District, the parties shall immediately commence negotiations to resolve differences between the statute and the current VER plan prior to any changes becoming effective.

ARTICLE XII

NO-STRIKE CLAUSE

There shall be no suspension of work or interference with the operations of the District during the term of the Agreement. There shall be no lockout by the Board during the term of this Agreement.

ARTICLE XIII

TERM OF AGREEMENT

The Agreement and each of its provisions shall be binding on both parties from July 1, 1985, and shall continue in effect until June 30, 1987. This Agreement shall be considered a base agreement for all future agreements between the Association and the Board. Any requests for deletions, changes, or modifications in future negotiations will be in writing and will refer to page, articles, and paragraph to which said deletions, changes, or modifications are proposed.

Dated: August 25, 1986 in Appleton, Wisconsin.

FOX VALLEY VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT BOARD	FOX VALLEY TECHNICAL INSTITUTE FACULTY ASSOCIATION
By Richard H Howland President	By President
By Cynthia Long Secretary	By Secretary

FA1

APPENDIX A

OPERATING CALENDAR FOR 1985-86

July 4	Independence Day Holiday
July 5, 8	Recess Days
Aug 16	End--48-wk calendar
Aug 19-23	Summer Recess
Aug 26	Staff Inservice Day
Aug 27	Staf Prep Day
Aug 28	Fall Term Starts
Sept 2	Labor Day
Oct 24-25	WEA Convention
Nov 28-29	Thanksgiving Day
Dec 23-Jan 3	Winter Recess
Dec 25	Christmas Holiday
Jan 1	New Year's Holiday
Jan 6	Classes Resume
Jan 13	Winter Term Starts
March 3	Staff Inservice
March 28	Good Friday
Mar 31-Apr 4	Spring Recess
Apr 7	Classes Resume
Apr 17-18	WVA Convention
May 26	Memorial Day Holiday

JULY

M	T	W	R	F
1	2	3	/	-
-	O	10	11	12
15	16	17	18	19
22	23	24	25	26
O	30	31		

AUGUST

M	T	W	R	F
			1	2
5	6	7	8	9
12	13	14	15	16
-	-	-	-	-
X	X	O	29	30

SEPTEMBER

M	T	W	R	F
/	3	4	5	6
9	10	11	12	13
O	17	18	19	20
23	24	25	26	27
30				

OCTOBER

M	T	W	R	F
	1	2	3	4
O	8	9	10	11
14	15	16	17	18
21	22	23	X	X
O	29	30	31	

NOVEMBER

M	T	W	R	F
				1
4	5	6	7	8
11	12	13	14	15
O	19	20	21	22
25	26	27	/	/

DECEMBER

M	T	W	R	F
2	3	4	5	6
O	10	11	12	13
16	17	18	19	20
-	-	/	-	-
-	-			

JANUARY

M	T	W	R	F
		/	-	-
6	7	8	9	10
O	14	15	16	17
20	21	22	23	24
27	28	29	30	31

FEBRUARY

M	T	W	R	F
O	4	5	6	7
10	11	12	13	14
17	18	19	20	21
O	25	26	27	28

MARCH

M	T	W	R	F
X	4	5	6	7
10	11	12	13	14
O	18	19	20	21
24	25	26	27	/
-				

APRIL

M	T	W	R	F
	-	-	-	-
7	8	9	10	11
O	15	16	X	X
21	22	23	24	25
28	29	30		

MAY

M	T	W	R	F
			1	2
O	6	7	8	9
12	13	14	15	16
19	20	21	22	23
/	O	28	29	30

JUNE

M	T	W	R	F
2	3	4	5	6
9	10	11	12	13
O	17	18	19	20
23	24	25	26	27
30				

STUDENT EVALUATION AND GRADING
For all instructors (38-48 week contracts) two grading days per year are scheduled as deemed appropriate by Division Sup rvisor, based on program structure Check with departments for d^tails

KEY

/	Paid Holiday (38-wk contract = 7; (38-wk plus contract = 8--7 holidays included above + July 4)
-	Shutdown/Recess Periods
X	Preparation, In-Service, Convention Days
O	Start of 3-wk. Blocks, and 6-, 9-, 12-, 15-, and 18-wk Terms

PROGRAM TERM STARTING/ENDING DATES AND PROFILE OF 1985-86 OPERATING YEAR

Typ of Term	Term No.	Start / End	Tot.Pot. Teach Days**	Additional Contract Days	Total Contract Days
18 Weeks	1	08/28/85-01/10/86	169	7-PAA	190
	2	01/13/86-05/23/86		(1 Prep, 6 other) 7 Holidays 4 Convention 2 In-Service 1 Prep-Scheduled	
12 Weeks	1	08/28/85-11/15/85	225	8 Holidays	240
	2	11/18/85-02/21/86		4 Convention	
	3	02/24/86-05/23/86		2 In-Service	
	4	05/27/86-08/15/86		1 Prep-Scheduled	
9 Weeks	1	08/28/85-10/23/85	210	8 Holidays	225
	2	10/28/85-01/10/86		4 Convention	
	3	01/13/86-03/14/86		2 In-Service	
	4	03/17/86-05/23/86		1 Prep-Scheduled	
	5	05/27/86-07/25/86			
	6	06/16/86-08/15/86		Summer Session	
6 Weeks	1	08/28/85-10/04/85	225	8 Holidays	240
	2	10/07/85-11/15/85		4 Convention	
	3	11/18/85-01/10/86		2 In-Service	
	4	01/13/86-02/21/86		1 Prep-Scheduled	
	5	02/24/86-04/11/86			
	6	04/14/86-05/23/86			
	7	05/27/86-07/02/86			
	8	07/08/86-08/15/86			
3 Weeks	1	08/28/85-09/13/85	225	8 Holidays	240
	2	09/16/85-10/04/85		4 Convention	
	3	10/07/85-10/23/85		2 In-Service	
	4	10/28/85-11/15/85		1 Prep-Scheduled	
	5	11/18/85-12/06/85			
	6	12/09/85-01/10/86			
	7	01/13/86-01/31/86			
	8	02/03/86-02/21/86			
	9	02/24/86-03/14/86			
	10	03/17/86-04/11/86			
	11	04/14/86-05/02/86			
	12	05/05/86-05/23/86			
	13	05/27/86-06/13/86			
	14	06/16/86-07/02/86			
	15	07/08/86-07/25/86			
	16	07/28/86-08/15/86			

**Potential Teaching days are diminished by Grading Days and the Program Improvement Days (for 45-48 week programs only), when taken

OPERATING CALENDAR FOR 1986-87

July 3, 7	Recess Days
July 4	Independence Day Holiday
Aug 15	End of 48-week Calendar
Aug 18-22	Summer Recess
Aug 25	Staff Inservice Day
Aug 26	Staff Preparation Day
Aug 27	Fall Term Starts
Sept 1	Labor Day
Oct 30-31	WEA Convention
Nov 27-28	Thanksgiving Holiday
Dec 22-Jan 2	Winter Recess
Dec 25	Christmas Holiday
Jan 1	New Year's Holiday
Jan 5	Classes Resume
Jan 12	Winter Term Starts
March 2	Staff Inservice
Apr 9-10	WVA Convention
Apr 17	Good Friday
Apr 20-24	Spring Recess
Apr 27	Classes Resume
May 25	Memorial Day Holiday

JULY

M	T	W	R	F
	1	2	-	/
-	0	9	10	11
14	15	16	17	18
21	22	23	24	25
0	29	30	31	

JANUARY

M	T	W	R	F
			/	-
5	6	7	8	9
0	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST

				1
4	5	6	7	8
11	12	13	14	15
-	-	-	-	-
X	X	0	28	29

FEBRUARY

0	3	4	5	6
9	10	11	12	13
16	17	18	19	20
0	24	25	26	27

SEPTEMBER

/	2	3	4	5
8	9	10	11	12
0	16	17	18	19
22	23	24	25	26
29	30			

MARCH

X	3	4	5	6
9	10	11	12	13
0	17	18	19	20
23	24	25	26	27
30	31			

OCTOBER

		1	2	3
0	7	8	9	10
13	14	15	16	17
20	21	22	23	24
0	28	29	X	X

APRIL

		1	2	3
0	7	8	X	X
13	14	15	16	/
-	-	-	-	-
27	28	29	30	

NOVEMBER

3	4	5	6	7
10	11	12	13	14
0	18	19	20	21
24	25	26	/	/

MAY

				1
0	5	6	7	8
11	12	13	14	15
18	19	20	21	22
/	0	27	28	29

DECEMBER

1	2	3	4	5
0	9	10	11	12
15	16	17	18	19
-	-	-	/	-
-	-	-		

JUNE

1	2	3	4	5
8	9	10	11	12
0	16	17	18	19
22	23	24	25	26
29	30			

STUDENT EVALUATION AND GRADING

For all instructors (38-48 week contracts) two grading days per year are scheduled as deemed appropriate by Division Supervisor, based on program structure. Check with departments for details.

KEY

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(38-wk plus contract = 8--7 holidays included above + July 4)
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X Preparation, In-Service, Convention Days
0 Start of 3-wk. Blocks, and 6-, 9-, 12-, 15-, and 18-wk Terms

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Type of Term	Term No	Start / End	Tot Pot. Teach Days**	Additional Contract Days	Total Contract Days
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12 Weeks	1	08/27/86-11/14/86	225	8 Holidays 4 Convention 2 In-Service 1 Prep-Scheduled	240
	2	11/17/86-02/20/87			
	3	02/23/87-05/22/87			
	4	05/26/87-08/14/87			
9 Weeks	1	08/27/86-10/24/86	210	8 Holidays 4 Convention 2 In-Service 1 Prep-Scheduled	225
	2	10/27/86-01/09/87			
	3	01/12/87-03/13/87			
	4	03/16/87-05/22/87			
	5	05/26/87-07/24/87			
	6	06/15/87-08/14/87		Summer Session	
6 Weeks	1	08/27/86-10/03/86	225	8 Holidays 4 Convention 2 In-Service 1 Prep-Scheduled	240
	2	10/06/86-11/14/86			
	3	11/17/86-01/09/87			
	4	01/12/87-02/20/87			
	5	02/23/87-04/01/87			
	6	04/06/87-05/22/87			
	7	05/26/87-07/02/87			
	8	07/08/87-08/14/87			
3 Weeks	1	08/27/86-09/12/86	225	8 Holidays 4 Convention 2 In-Service 1 Prep-Scheduled	240
	2	09/15/86-10/03/86			
	3	10/06/86-10/24/86			
	4	10/27/86-11/14/86			
	5	11/17/86-12/05/86			
	6	12/08/86-01/09/87			
	7	01/12/87-01/30/87			
	8	02/02/87-02/20/87			
	9	02/23/87-03/13/87			
	10	03/16/87-04/01/87			
	11	04/06/87-05/01/87			
	12	05/04/87-05/22/87			
	13	05/26/87-06/12/87			
	14	06/15/87-07/02/87			
	15	07/08/87-07/24/87			
	16	07/27/87-08/14/87			

**Potential Teaching days are diminished by Grading Days and the Program Improvement Days (for 45-48 week programs only), when taken.

APPENDIX B
1985-86 SALARY SCHEDULES

FA-79

TRAINING INCREMENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
BS + 0	23931 498.56	24774 516.13	25616 533.67	26459 551.23	27302 568.79	28144 586.33	28987 603.90	29830 621.46	30673 639.02	31516 656.58	32359 674.15	33201 691.69	34044 709.25	34886 726.79	
BS + 6	24367 507.65	25209 525.19	26052 542.75	26895 560.31	27738 577.88	28581 595.44	29424 613.00	30266 630.54	31109 648.10	31952 665.67	32795 683.23	33638 700.79	34481 718.35	35322 735.88	
BS + 12	24804 516.75	25646 534.29	26485 551.85	27331 569.40	28174 586.96	29017 604.52	29859 622.06	30703 639.65	31546 657.21	32387 674.73	33230 692.29	34073 709.85	34916 727.42	35759 744.98	
BS + 18	25235 525.81	26082 543.38	26924 560.52	27768 578.50	28611 596.06	29452 613.58	30295 631.15	31138 648.71	31980 666.25	32824 683.83	33667 701.40	34509 718.94	35352 736.50	36195 754.06	
BS + 24	25676 534.92	26518 552.46	27360 570.00	28203 587.56	29045 605.10	29889 622.69	30732 640.25	31576 657.79	32417 675.35	33260 692.92	34102 710.46	34946 728.04	35789 745.60	36631 763.15	
BS + 30	26111 543.98	26953 561.52	27797 579.16	28639 596.65	29482 614.21	30325 631.77	31167 649.31	32011 666.90	32854 684.46	33696 702.00	34539 719.36	35382 737.13	36223 754.65	37067 772.23	
BS + 36	26623 554.65	27543 573.81	28461 592.94	29380 612.08	30297 631.19	31217 650.35	32135 669.48	33054 688.63	33972 707.75	34892 726.92	35810 746.04	36729 765.19	37647 784.31	38567 803.48	
MS + 0	26623 554.65	27543 573.81	28461 592.94	29380 612.08	30297 631.19	31217 650.35	32135 669.48	33054 688.63	33972 707.75	34892 726.92	35810 746.04	36729 765.19	37647 784.31	38567 803.48	39484 822.58
MS + 6	27040 563.75	27978 582.88	28898 602.04	29816 621.13	30734 640.29	31652 659.42	32572 678.58	33489 697.69	34409 716.85	35327 735.98	36247 755.15	37163 774.23	38083 793.40	39001 812.52	39921 831.69
MS + 12	27494 572.79	28414 591.96	29333 611.18	30251 630.23	31169 649.35	32089 668.52	33008 687.67	33926 706.79	34843 725.90	35763 745.06	36682 764.21	37600 783.33	38518 802.46	39438 821.63	40357 840.77
MS + 18	27931 581.90	28851 601.06	29769 620.19	30688 639.33	31606 658.46	32526 677.63	33444 696.75	34362 715.88	35280 735.00	36200 754.17	37118 773.29	38037 792.44	38955 811.56	39875 830.73	40793 849.85
MS + 24	28368 591.00	29286 610.13	30206 629.29	31123 648.40	32042 667.54	32960 686.67	33880 705.83	34797 724.94	35717 744.10	36635 763.23	37555 782.40	38472 801.50	39392 820.67	40309 839.77	41229 858.94
MS + 30	28803 600.06	29723 619.23	30640 638.33	31559 657.48	32477 676.60	33397 695.77	34315 714.90	35234 734.04	36152 753.17	37072 772.33	37989 791.44	38908 810.58	39826 829.71	40746 848.88	41664 868.00

FA-80

TRAINING INCREMENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
BS + 0	18944 498.58	19612 516.11	20280 533.68	20948 551.26	21616 568.79	22282 586.37	22948 603.89	23615 621.45	24283 639.03	24951 656.61	25616 674.11	26285 691.71	26951 709.24	27618 726.79	
BS + 6	19298 507.63	19957 525.18	20625 542.74	21291 560.29	21960 577.89	22627 595.45	23294 613.00	23960 630.53	24628 648.11	25295 665.66	25962 683.21	26629 700.76	27297 718.34	27963 735.87	
BS + 12	19632 516.74	20303 534.29	20970 551.84	21637 569.39	22304 586.93	22973 604.55	23638 622.05	24306 639.63	24975 657.24	25640 674.74	26307 692.29	26975 709.87	27642 727.42	28309 744.97	
BS + 18	19981 525.82	20650 543.42	21315 560.92	21982 578.47	22650 596.05	23317 613.61	23983 631.13	24652 648.74	25318 666.26	25985 683.82	26652 701.37	27319 718.92	27986 736.47	28653 754.00	
BS + 24	20327 534.92	20993 552.45	21661 570.03	22328 587.58	22996 605.16	23662 622.68	24329 640.24	24996 657.79	25664 675.37	26331 692.92	26999 710.50	27666 728.00	28332 745.58	28999 763.13	
BS + 30	20671 543.97	21338 561.53	22005 579.08	22673 596.66	23340 614.21	24008 631.79	24674 649.32	25341 666.87	26009 684.45	26676 702.00	27343 719.55	28010 737.11	28678 754.68	29344 772.21	
BS + 36	21077 554.66	21804 573.79	22532 592.95	23260 612.11	23985 631.18	24712 650.32	25440 669.47	26167 688.61	26895 707.76	27622 726.89	28349 746.03	29077 765.18	29805 784.34	30532 803.47	
MS + 0	21077 554.66	21804 573.79	22532 592.95	23260 612.11	23985 631.18	24712 650.32	25440 669.47	26167 688.61	26895 707.76	27622 726.89	28349 746.03	29077 765.18	29805 784.34	30532 803.47	31259 822.61
MS + 6	21423 563.76	22149 582.87	22876 602.00	23604 621.16	24331 640.29	25058 659.42	25785 678.55	26513 697.71	27241 716.87	27967 735.97	28695 755.13	29423 774.29	30150 793.42	30876 812.53	31604 831.68
MS + 12	21767 572.82	22496 591.99	23222 611.11	23951 630.29	24676 649.37	25403 668.50	26131 687.66	26859 706.82	27585 725.92	28312 745.09	29040 764.21	29768 783.37	30494 802.47	31222 821.63	31950 840.79
MS + 18	22113 581.92	22840 601.05	23568 620.21	24295 639.34	25021 658.45	25749 677.61	26476 696.74	27202 715.84	27930 735.00	28658 754.16	29386 773.32	30112 792.42	30839 811.55	31567 830.71	32294 849.84
MS + 24	22458 591.00	23186 610.16	23914 629.32	24638 648.37	25366 667.53	26094 686.68	26821 705.82	27548 724.95	28276 744.11	29003 763.24	29730 782.37	30457 801.50	31186 820.68	31913 839.82	32640 858.95
MS + 30	22804 600.11	23530 619.21	24257 638.34	24985 657.50	25712 676.63	26439 695.76	27165 714.87	27893 734.03	28622 753.21	29349 772.36	30076 791.47	30803 810.61	31530 829.74	32258 848.89	32985 868.03

APPENDIX C
1986-87 SALARY SCHEDULES

FA-82

TRAINING INCREMENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
BS + 0	19988 526.00	20691 544.50	21395 563.03	22100 581.58	22803 600.08	23508 618.63	24210 637.11	24914 655.63	25619 674.18	26323 692.71	27025 711.18	27731 729.76	28433 748.24	29137 766.76	
BS + 6	20351 535.55	21055 554.08	21759 572.61	22462 591.11	23168 609.68	23871 628.18	24575 646.71	25278 665.21	25983 683.76	26686 702.26	27390 720.79	28094 739.32	28798 757.84	29501 776.34	
BS + 12	20716 545.16	21420 563.68	22123 582.18	22827 600.71	23531 619.24	24237 637.82	24938 656.26	25643 674.82	26349 693.39	27050 711.84	27754 730.37	28459 748.92	29162 767.42	29866 785.95	
BS + 18	21080 554.74	21786 573.32	22487 591.76	23191 610.29	23896 628.84	24599 647.34	25302 665.84	26008 684.42	26710 702.89	27414 721.42	28118 739.95	28822 758.47	29525 776.97	30231 795.55	
BS + 24	21445 564.34	22148 582.84	22852 601.37	23556 619.89	24261 638.45	24963 656.92	25667 675.45	26371 693.97	27076 712.53	27779 731.03	28484 749.58	29186 768.05	29890 786.58	30594 805.11	
BS + 30	21808 573.89	22512 592.42	23215 610.92	23920 629.47	24624 648.00	25328 666.53	26031 685.03	26735 703.55	27439 722.08	28143 740.61	28847 759.13	29551 777.66	30255 796.18	30958 814.68	
BS + 36	22236 585.16	23003 605.34	23771 625.55	24539 645.76	25304 665.89	26071 686.08	26839 706.29	27606 726.47	28374 746.68	29141 766.87	29908 787.05	30676 807.26	31444 827.47	32211 847.66	
MS + 0	22236 585.16	23003 605.34	23771 625.55	24539 645.76	25304 665.89	26071 686.08	26839 706.29	27606 726.47	28374 746.68	29141 766.87	29908 787.05	30676 807.26	31444 827.47	32211 847.66	32978 867.84
MS + 6	22601 594.76	23367 614.92	24134 635.11	24902 655.32	25669 675.50	26436 695.68	27203 715.87	27971 736.08	28739 756.29	29505 776.45	30273 796.66	31041 816.87	31808 837.05	32574 857.21	33342 877.42
MS + 12	22964 604.32	23731 624.50	24499 644.71	25268 664.95	26033 685.08	26800 705.26	27568 725.47	28336 745.68	29102 765.84	29869 786.03	30637 806.24	31405 826.45	32171 846.61	32939 866.82	33707 887.03
MS + 18	23329 613.92	24096 634.11	24864 654.32	25631 674.50	26397 694.66	27165 714.87	27932 735.05	28698 755.21	29466 775.42	30234 795.63	31002 815.84	31768 836.00	32535 856.18	33303 876.39	34070 896.58
MS + 24	23693 623.50	24461 643.71	25229 663.92	25993 684.03	26761 704.24	27529 724.45	28296 744.63	29063 764.82	29831 785.03	30598 805.21	31365 825.39	32132 845.58	32901 865.82	33668 886.00	34435 906.18
MS + 30	24058 633.11	24824 653.26	25591 673.45	26359 693.66	27126 713.84	27893 734.03	28659 754.18	29427 774.39	30196 794.63	30963 814.82	31730 835.00	32497 855.18	33264 875.37	34032 895.58	34799 915.76

FA-81

TRAINING INCREMENT	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
BS + 0	25247 525.98	26137 544.52	27025 563.02	27914 581.54	28804 600.08	29692 618.58	30581 637.10	31471 655.65	32360 674.17	33249 692.69	34139 711.23	35027 729.73	35916 748.25	36805 766.77	
BS + 6	25707 535.56	26595 554.06	27485 572.60	28374 591.13	29264 609.67	30153 628.19	31042 646.71	31931 665.23	32820 683.75	33709 702.27	34599 720.81	35488 739.33	36377 757.85	37265 776.35	
BS + 12	26168 545.17	27057 563.69	27946 582.21	28834 600.71	29724 619.25	30613 637.77	31501 656.27	32392 674.83	33281 693.35	34168 711.83	35058 730.38	35947 748.90	36836 767.42	37726 785.96	
BS + 18	26627 554.73	27517 573.27	28405 591.77	29295 610.31	30185 628.85	31072 647.33	31961 665.85	32851 684.40	33739 702.90	34629 721.44	35519 739.98	36407 758.48	37296 777.00	38186 795.54	
BS + 24	27088 564.33	27976 582.83	28865 601.35	29754 619.88	30642 638.38	31533 656.94	32422 675.46	33311 693.98	34200 712.50	35089 731.02	35978 749.54	36868 768.08	37757 786.60	38646 805.13	
BS + 30	27547 573.90	28435 592.40	29326 610.96	30214 629.46	31104 648.00	31993 666.52	32881 685.02	33772 703.58	34661 722.10	35549 740.60	36439 759.15	37328 777.67	38215 796.15	39106 814.71	
BS + 36	28087 585.15	29058 605.38	30026 625.54	30996 645.75	31963 665.90	32934 686.13	33902 706.29	34872 726.50	35840 746.67	36811 766.90	37780 787.08	38749 807.27	39718 827.46	40688 847.67	
MS + 0	28087 585.15	29058 605.38	30026 625.54	30996 645.75	31963 665.90	32934 686.13	33902 706.29	34872 726.50	35840 746.67	36811 766.90	37780 787.08	38749 807.27	39718 827.46	40688 847.67	41656 867.83
MS + 6	28548 594.75	29517 614.94	30487 635.15	31454 655.29	32424 675.50	33393 695.69	34363 715.90	35331 736.06	36301 756.27	37270 776.46	38241 796.69	39207 816.81	40178 837.04	41146 857.21	42117 877.44
MS + 12	29006 604.29	29977 624.52	30946 644.71	31915 664.90	32883 685.06	33854 705.29	34823 725.48	35792 745.67	36759 765.81	37730 786.04	38700 806.25	39668 826.42	40636 846.58	41607 866.81	42577 887.02
MS + 18	29467 613.90	30438 634.13	31406 654.29	32376 674.50	33344 694.67	34315 714.90	35283 735.06	36252 755.25	37220 775.42	38191 795.65	39159 815.81	40129 836.02	41098 856.21	42068 876.42	43037 896.60
MS + 24	29928 623.50	30897 643.69	31867 663.90	32835 684.06	33804 704.25	34773 724.44	35743 744.65	36711 764.81	37681 785.02	38650 805.21	39621 825.44	40588 845.58	41559 865.81	42526 885.96	43497 906.19
MS + 30	30387 633.06	31358 653.29	32325 673.44	33295 693.65	34263 713.81	35234 734.04	36202 754.21	37172 774.42	38140 794.58	39111 814.81	40078 834.96	41048 855.17	42016 875.33	42987 895.56	43956 915.75

APPENDIX D

HEALTH AND DENTAL PROGRAM

Your health and dental plan provides coverage for surgical medical, hospital, dental, and major illness coverage. Details of the Health and Dental Insurance coverage are on file in the Human Resource Services office and are described in the Employee Health and Dental Benefits Plan Booklet(s). A summary of Health Maintenance Plan Benefits and a Summary of Dental Plan Benefits follows as a quick reference guide which briefly outlines covered benefits.

SUMMARY OF HEALTH MAINTENANCE PLAN BENEFITS

The Health Maintenance Plan provides benefits for care and services as listed below and as described in more detail in the Health Benefits Plan Booklet.

Benefits are payable on a customary, usual and reasonable basis. "Customary, usual and reasonable" is described in the Definitions section of the Health Benefits Plan Booklet.

Deductible You must pay a $100 per person/$200 (aggregate) per family deductible per benefit year before any benefits are paid.* "Benefit year" means September 1 to August 31.

Here is a brief description of Health Plan Benefits:

Physicians' Services - office care, exams, x-ray and laboratory, surgery, maternity, hospital visits, materials and supplies, and psychiatric care. See the Cost Containment section of the Health Benefits Plan Booklet for outpatient surgery and second surgical opinion benefits.

Other Professional Services - nursing care, physical therapy, dental surgery, podiatrist, chiropodist, ambulance.

Materials and Supplies - oxygen, radium isotopes, artificial limbs and eyes, casts, crutches, blood and blood plasma after first 6 pints per illness, rental or wheelchair, and hospital bed.

Hospital Benefits - 365 days per confinement in semi-private room and outpatient care. See the Cost Containment section of the Health Benefits Plan Booklet for pre-admission certification requirements.

Outpatient Hospital Benefits - outpatient surgery, radiation therapy, emergency medical care, injury care, and diagnostic x-ray, and laboratory charges.

Extended Care Facility Benefits - 60 days per confinement.

Prescription Legend Drugs - $2 charge, payable by you in addition to the benefit year deductible described above.

Maternity Services

Elective Sterilization and Abortions

Newborn Charges

Nervous or Mental Confinement - 120 days per lifetime; in a general hospital charges are payable at 100% of the customary, usual, and reasonable fees and in a sanitorium charges are payable at 90 percent. See the Cost Containment section of the Health Benefits Plan Booklet for pre-admission certification requirements.

Alcoholism Confinement - 12 days per lifetime. See the Cost Containment section of the Health Benefits Plan Booklet for pre-admission certification requirements.

Dental Coverage - extraction of impacted teeth, oral surgery and related x-rays and anesthesia, extraction and/or initial replacement of natural teeth; there is a $100 benefit year deductible per person in addition to the benefit year deductible described above. See the Health Benefits Plan Booklet and Dental Plan Booklet for specific conditions of dental coverage.

Here is a brief description of Specified Condition Benefits. These benefits are payable if benefits are exhausted or not available under the Description of Health Maintenance Plan Benefits section in the Health Benefits Plan Booklet.

Up to 90% of $1,000 incurred charges on an outpatient basis (including hospital outpatient) is payable during each benefit year for expenses arising from alcoholism, drug abuse, mental and nervous conditions, if the charges are incurred in a treatment center, as a hospital outpatient or in a facility regulated by the state.

Diabetes - one insulin infusion pump per year, and diabetic self-management education programs.

Kidney Disease - $30,000 per benefit year.

Here is a brief description of the "Health Monitor" Cost Containment provisions:

Pre-admission certification is required for any hospital confinement. An extension of a certified admission is also required. If not, benefits are reduced.

Full coverage is provided for pre-admission testing within seven (7) days before a hospital confinement.

Full coverage is provided for certain surgeries if performed on an outpatient basis.

Second surgical opinion fees are payable in full. If no second opinion is rendered and the surgery is performed, benefits are reduced.

You are paid cash for hospital billing errors you report to FFEIC.

Home health care is covered.

Birthing centers are covered.

Hospice care is covered.

* If a person complies with the cost containment provision(s), benefits are payable at 100% of the customary, usual, and reasonable fee and are not subject to the Health Plan benefit year deductible. The Health Plan's hold harmless provision shall also specifically apply to doctor errors with respect to compliance with prescribed procedures under the cost containment section of the Plan.

SUMMARY PLAN

DESCRIPTION OF DENTAL BENEFITS

The Dental Plan provides benefits for services as listed below and as described in more detail in the Dental Benefit Plan Booklet.

Maximum Payment

The Plan will pay charges for dental services up to a maximum benefit of $1,000 per person for any one benefit year. Orthodontia has a separate maximum of $1,500 per person per lifetime.

Deductible

There is no deductible.

Basic Benefits

The Plan will pay 80% of covered charges for the following dental services:

- Examination (including fluoride treatments and sealants)
- X-rays
- Prophylaxis
- Fillings
- Inlays
- Periodontics
- Extractions
- Oral Surgery
- Root Canal Therapy
- Denture Repair
- Crowns (porcelain on semi-precious and porcelain on non-precious metals)
- Crown Repair
- Complete or Partial Dentures
- Denture Relining and Rebasing
- Fixed and Removable Bridge Work

Note: Extractions of impacted teeth, oral surgery and related x-rays and anesthesia, and the extraction and/or initial replacement of natural teeth are also covered under the Fox Valley VTAE District Health Maintenance Benefits Plan. See that booklet for detail of benefits.

There is a 12-month waiting period for dentures from a covered person's effective date of coverage under the Dental Plan.

The Plan will pay benefits for the replacement of a complete upper or lower denture after five years.

Other Dental Services

The Plan will pay 50% of covered charges for the following dental services:

- Orthodontics
- Crowns (gold and porcelain on gold)
- Gold Fillings
- Gold Inlays

Benefit Year

The benefit year is a 12-month period beginning on September 1 of each year.

Excluded Services

The Plan will not pay for:

1. Services covered by Workers' Compensation or similar legislation regardless of whether the covered person elects to claim this benefit;
2. Services furnished by the United States Veterans Administration, by any Federal or State agency, or by any local political subdivision, when the covered person or his/her property is not liable for their costs;
3. Services required because of an injury, sickness, or disease caused by atomic or thermonuclear explosion or resulting radiation, or any type of military action whether friendly or hostile;
4. Services performed primarily for cosmetic purposes, except when necessitated by accident that happens while covered by the Plan;
5. Services performed prior to your effective date of coverage under the Dental Plan, except that orthodontics are covered for work in progress with benefits payable for services performed on and after your effective date under the Dental Plan;

6. For replacement of lost or stolen dentures or other prosthetic devices;

Dependents

Same definitions as the Health Maintenance Plan.

APPENDIX E

FOX VALLEY TECHNICAL INSTITUTE SUMMARY PLAN DESCRIPTION

LIFE INSURANCE BENEFITS

Noncontributory Plan - Entire cost paid by the employer

LIFE	AD and D
$40,000 for each full-time employee. Prorated coverage for part-time as per Master Agreement.	Same as Life Benefit (Therefore, total AD and D benefit will be 2x normal benefit.)

Optional Purchase

Supplemental Life

- Increments of $10,000
- Option of electing $10,000, $20,000, $30,000, $40,000
- Supplemental includes AD and D
- Limited to 3 times base amount; e.g., an employee whose basic amount is $12,500 may elect up to an additional $25,000 of supplemental; $25,000 not available, therefore a maximum of $20,000 can be purchased.
- New employee (1-30 days employment) can elect $10,000 without evidence of insurability; current employees (30+ days employment) or those who wish to purchase amounts greater than $10,000 need evidence of insurabilty.

Dependent Life

- $5,000 on the spouse
- $2,500 on each dependent child (older than 6 months but less than 19 years, or 23 if enrolled in accredited college or university)
- $250 if child is less than 6 months.

APPENDIX F

SCHEDULE OF BENEFITS
FOR
INCOME PROTECTION
FOR
FOX VALLEY TECHNICAL INSITUTE
FACULTY ASSOCIATION

Monthly Benefit	Age at Disablement	Duration of Benefits (in years)	Elimination Period
66-2/3% of Salary	61 or younger	To age 65	90 Consecutive Calendar Days
	62	3-1/2 years	
	63	3 years	
	64	2-1/2 years	
	65	2 years	
	66	1-3/4 years	
	67	1-1/2 years	
	68	1-1/4 years	
	69	1 year	

In no event shall benefits be payable beyond Age 70

Maximum Annual Covered Salary:	$45,000
Maximum Monthly Benefit:	$2,500

SPECIAL PROVISIONS FOR FOX VALLEY TECHNICAL INSTITUTE:

Minimum Monthly Benefit: The Minimum Amount of Monthly Income payment would in no event be less than $100.00 payable for a maximum of 60 months, or to age 60, whichever is first. Thereafter, the minimum benefit would in no event be less the $50.00. However, there will be no minimum benefit payable f employees working less than 1,200 hours per year.

Full Maternity Coverage: Normal pregnancy and childbirth is covered as a sickness as defined in the Certificate and subject to the elimination period specified above. However, the inability of the insured person to engage in either her own or any occupation shall not be due to lack of presentability or childrearing.

Nervous and Mental Coverage: After two years of monthly benefit payments for neurosis or mental or emotional disorders, benefits will be paid only if the insured is in a hospital or other qualified institution.

Eligible Employees: Eligible employees are all regular full-time and regular part-time employees of the District working a minimum of an average of twelve (12) hours per week for eighteen (18) weeks.

This coverage for those new employees hired after the initial effective date of the plan will become effective as of their date of hire.

Benefits for Employees Not Participating in the Wisconsin Retirement System: Monthly benefits payable after six (6) months of disability for an employee not participating in the Wisconsin Retirement System shall be 50% of salary.

Monthly indemnity payable to a disabled employee will not be reduced by any increase in benefits under Social Security made after monthly payments have commenced.

Break Feature: If the Insured Employee has been totally disabled for at least thirty-one (31) days and, during the elimination period, returns to active work at this occupation or any other occupation, and if he/she subsequently becomes totally disabled from the same or related cause or causes, the elimination period shall be determined as follows:

1. If such return to active work is less than a total of eight (8) calendar days, the elimination period shall be counted from the first days of the original period of disability and shall include the days of return to work.
2. If such return to active work is for a total of at least eight (8) but less than thirty-one (31) calendar days, the

elimination period shall be counted from the first day of the original period of disability and shall be increased by the number of days of return to work.

3. If such return to active work is for thirty-one (31) calendar days or more, a new elimination period shall apply to the subsequent period of disability.

FA2

1985 - 1987

(JULY 1, 1985 - JUNE 30, 1987)

COLLECTIVE BARGAINING AGREEMENT

between

GATEWAY VOCATIONAL, TECHNICAL AND
ADULT EDUCATION DISTRICT BOARD

and

GATEWAY TECHNICAL EDUCATION ASSOCIATION
WEAC, NEA

GATEWAY TECHNICAL INSTITUTE
3520 - 30TH Avenue
Kenosha, WI 53141

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PREAMBLE

The Gateway Vocational, Technical and Adult Education District, hereinafter referred to as the "Board" or "District" and the Gateway Technical Educational Association, WEAC, NEA, hereinafter referred to as the "Association", are parties to this Agreement.

ARTICLE I

RECOGNITION AND SCOPE

SECTION 1 - RECOGNITION

The Board recognizes the Association as the exclusive bargaining representative of all employees in the following bargaining unit employed in the Gateway Vocational, Technical and Adult Education District:

All full-time and regular part-time professional personnel working 50% or more of a regular schedule for their positions including teachers, counselors, librarians, Guided Studies teachers, certified teaching assistants, aviation teaching assistants, developers, program chairmen, and employees of the GOAL and Student Services Division, but excluding supervisory, managerial and confidential employees, custodial employees and clerical employees, and all other employees. (Pursuant to stipulation of Agreement dated August 16, 1984 attached hereto as Appendix L of this Agreement.)

SECTION 2 - IMPLEMENTATION

A. Pursuant to the provisions of Section 111.70 Wisconsin Statutes, said Association is the exclusive collective bargaining representative of all such employees for the purpose of conferences and negotiations with the Board or its lawfully authorized representatives.

B. Unless otherwise indicated, employee(s) in this unit will be hereinafter referred to as "teachers" or "employees".

C. The Board of Gateway Vocational, Technical and Adult Education District will hereinafter be referred to as the "Board" or "District" or its lawfully authorized representative.

D. The term "District Director" throughout this agreement has reference to the District Director or the Director's authorized designee.

E. The Board or its representative agrees to meet with the Association within ten (10) days after the finalization of the agreement for the purpose of making necessary corrections and arranging to duplicate and sign this agreement and any supplement thereto. Within forty-five (45) days after this meeting, the Board shall provide at no cost to the Association, two hundred and fifty (250) copies of this agreement for the Association's use.

SECTION 3 - USE OF FACILITIES

A. Attendance at Board Meetings: During school hours, the Association may have up to two (2) representatives present at regularly scheduled Board meetings. These representatives shall suffer no loss in salary; however, such attendance shall not interfere with the normal teaching schedule of the representatives. The Association President will notify the Director seven (7) days in advance of the identities of the Association representatives so that proper schedule arrangements can be made. The Board will send, prior to each regular meeting of the Board, a copy of the legal posting of regular Board meetings and at least one (1) copy of the minutes following each meeting of the Board to the President of the Association.

B. Use of Buildings: Association representatives may use District buildings for Association meetings without cost, providing prior approval is obtained from the District Director or the Director's representative.

C. Association officers and committee chairpersons may use District equipment and facilities in the normal transaction of Association business. If abuses occur, the usage of equipment and facilities may be terminated by the District Director or the Director's representative. The Association shall provide the paper and provide for the cost of copying materials.

SECTION 4 - EMPLOYEE FACILITIES

A. The Board shall provide a teachers' lounge, outside telephone service, and parking facilities at each campus.

B. Each teacher shall be provided with the use of a mailbox or a designated place to receive incoming mail.

C. The teachers shall have the right to use the mail system and/or mailboxes in and between school buildings for the purpose of communicating **with** teachers.

D. Teachers shall not use the institutional **facilities**, equipment and personnel for private gain.

ARTICLE II

MANAGEMENT RIGHTS

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and constitution of the State of Wisconsin and of the United States and the rulings of federal and state regulatory agencies including, but not limited to, the right:

A. To the executive management and administrative control of the school system and its properties and facilities, and the school related activities of its employees within the total school program, including the establishment of reasonable rules and regulations and to take whatever actions may be necessary to carry out the functions of the Board in situations of emergency;

B. To hire all employees and to determine their qualifications, their employment assignment, dismissal, promotion or transfer; and to relieve employees from duties because of lack of work or other legitimate reasons;

C. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and special events for students, and the right to create, combine or eliminate any positions or programs, all as deemed necessary or advisable by the Board;

D. To determine and change the methods and means by which school operations are to be conducted, including the means and methods of instruction, selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;

E. To determine class schedules, the hours of instruction/work, and the duties, responsibilities and assignments of all employees;

F. To establish and enforce policies, procedures and reasonable rules for maintenance of discipline and from time to time to change or abolish such policies, procedures and rules;

G. To establish safety rules and enforce penalties for their violation;

H. To enforce the rules and policies now in effect and to establish new rules and regulations;

I. To maintain efficiency of District operations;

J. To introduce new or improved methods or facilities;

The management rights set forth above shall not be exercised in violation of the express terms of this agreement.

ARTICLE III

DUES DEDUCTION, FAIR SHARE AND SENIORITY

SECTION 1 - DUES DEDUCTION

A. The District shall collect and forward to the Association the dues of Association members. The District shall deduct an amount to provide monthly payments of dues for membership in the United Teaching Profession, as determined by the Association, from the regular monthly salary check of each member who has authorized such deductions in writing. The amount so deducted pursuant to such authorization shall be promptly remitted directly to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District shall provide the Association with a list of employees from whom membership dues deductions are made with each monthly remittance to the Association.

B. Authorization to collect dues by payroll deduction shall remain in full force and effect until revoked by the member in writing to both the Association and the District in accordance with applicable law. Such revocations during any membership year shall not be effective until thirty (30) days after receipt by the Association and the District of the written revocation.

SECTION 2 - FAIR SHARE

A. MEMBERSHIP NOT REQUIRED: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.

B. EMPLOYMENT COVERED: The District shall, once each month, deduct from the regular earnings of all employees specified herein an amount equal to such employees' proportionate share of the cost of the collective bargaining process and contract administration as certified annually by September 1 by the Association. The District shall pay such amount to the Treasurer of the bargaining representative of such employees on or before the end of the month following the month in which such deduction is made. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. No more than one change request per year will be honored by the employer. Employees on layoff or leave of absence or other status in which they receive no pay are excluded.

C. The Association does hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

D. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their Fair Share of the cost of representation by the Association, as provided in Section 111.70(1)(h), Wisconsin Statutes, and as certified to the District by the Association, and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Section 1 (Dues Deduction) [or paid to the Association in some other manner authorized by the Association]. The Association shall notify the District of those employees who are exempt from the provisions of this Section [by the first day of September of each year], and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change. It is understood that no more than one change request per year need be honored by the employer.

2. The Association shall notify the District of the amount certified by the Association to be the Fair Share of the cost of representation by the Association, referred to above two weeks prior to any required Fair Share deduction.

The following alternative Section 2 shall apply to employees in positions included in the unit by W.E.R.C. Decision No. 19362-B.

SECTION 2 - FAIR SHARE

A. MEMBERSHIP NOT REQUIRED: Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.

B. EFFECTIVE DATE AND EMPLOYMENT COVERED: As of the date of the first pay check following the results of the referendum as provided in C., the District shall, once each month, deduct from the regular earnings of all employees specified herein an amount equal to such employees' proportionate share of the cost of the collective bargaining process and contract administration as certified annually by September 1 by the Association. The District shall pay such amount to the Treasurer of the bargaining representative of such employees on or before the end of the month following the month in which such deduction is made. Changes in the amount of dues to be deducted shall be certified by the Association thirty (30) days before the effective date of the change. No more than one change request per year will be honored by the employer. Employees on layoff or leave of absence or other status in which they receive no pay are excluded.

C. REFERENDUM: The agrement herein set forth shall become effective and binding on both parties when such agreement has been ratified by a referendum conducted among all full-time (50% or more) employees accreted into the bargaining unit under W.E.R.C. Decision No. 19362-B. Unless a majority of employees voting in said referendum vote in favor of the Fair Share Agreement, this Fair Share Agreement shall be null and void and a Fair Share Agreement is not to be implemented during the term of this contract. This referendum shall be conducted by the Wisconsin Employment Relations Commission on the petition of the Association.

D. The Association does hereby indemnify and shall save the District harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Article, and in reliance on any lists or certificates which have been furnished to the District pursuant to this Article; provided that the defense of any such claims, demands, suits or other forms of liability shall be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

E. Effective thirty (30) days after the date of initial employment of a teacher or thirty (30) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their Fair Share of the cost of representation by the Association, as provided in Section 111.70(1)(h), Wis. Stats., and as certified to the District by the Association, and pay said amount to the Treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this Article, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to Section 1 (Dues Deduction) {or paid to the Association in some other manner authorized by the Association}. The Association shall notify the District of those employees who are exempt from the provisions of this Section {by the first day of September of each year}, and shall notify the District of any changes in its membership affecting the operation of the provisions of this Article thirty (30) days before the effective date of such change. It is understood that no more than one change request per year need be honored by the employer.

2. The Association shall notify the District of the amount certified by the Association to be the Fair Share of the cost of representation by the Association, referred to above two (2) weeks prior to any required Fair Share deduction.

SECTION 3 - SENIORITY

A. Seniority shall be defined as the employee's length of continuous service in the District (including service in the previous Districts 6 and 7) beginning with the earlier of either

   1. the date of the employee's earliest employment in a position that would be in the bargaining unit as of July 1, 1985, or

   2. the date set forth in the agreed upon seniority lists dated November 16, 1984 and March 12, 1985.

   Employees who left/leave positions that would be in the bargaining unit as of July 1, 1985 but have remained/remain continuously employed by the District and later return to the unit shall be fully credited for their District service back to their original seniority date as described above.

B. Employees new to the District beginning August, 1977, shall serve a probationary period of three years. During the three-year probationary period, the employees may be discharged if their work is found to be unsatisfactory. Employees new to the bargaining unit as of November 2, 1984 shall be considered to have completed a probationary period with the District and shall not be subject to continued or additional probation.

C. A list shall be maintained by the District showing the seniority of each employee within the District. Such list shall be made available to the local Association President by December 1 each year.

SECTION 4 - LOSS OF SENIORITY

There shall be no loss of seniority in the event of a layoff of three (3) years or less, but seniority and the employment relationship shall be broken and terminated if the employee:

1. Resigns or quits.
2. Is discharged for cause after completion of the probationary period, or is discharged for any reason which is not arbitrary or capricious during the probationary period.
3. Is retired.
4. Is on layoff for more than three (3) years.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1 - DEFINITION

A. Definition: A grievance is defined to mean a dispute involving the interpretation and application of this contract.

B. Whenever the term:

   1. "School" is used, it is to include any work location, functional division or group in which a grievance may arise.
   2. "Teacher" is used, it is to include any member of the bargaining unit.
   3. "Association representative" is used, it is to include any Association representative or representatives upon whom the President has conferred authority to act for the Association.

4. "Working days" is used, it shall mean calendar days excluding Saturday, Sunday, legal holidays, Christmas recess and spring recess.

SECTION 2 - GENERAL APPLICATIONS

A. The written grievance provided for herein shall give a clear and concise statement of the alleged grievance including the facts upon which the grievance is based, the issues involved, the contract provision(s) involved, and the relief being sought.

B. The Association shall have the right to present, process or appeal a grievance at any level on behalf of any teacher.

C. Should a grievance not be answered within the allotted time period, it may be processed through the next step of the procedure.

D. Except as otherwise expressly permitted or agreed to by the administration, it is understood that the investigation and processing of grievances shall be transacted outside of the employees' normal teaching hours, providing, however, that when it is necessary for employees to be involved during school hours, such employees, upon request to the District Director, will be relieved of their regular non-teaching duties without loss of pay in order to allow for their participation. It is further understood that such processing of grievances shall not interfere with normal staff during times of normal teaching assignments.

E. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

F. Grievances concerning discipline may be initiated at the level at which the discipline was imposed.

G. Failure to appeal a grievance to the next step within the time limits set forth herein shall constitute a waiver of the grievance.

H. After Step 1 of the grievance procedure, copies of any and all responses will be mailed or delivered to the grievant, the President of the Association, two (2) Association designees, the Director of Employee Relations or his/her designee, and the appropriate administrator according to the step of the grievance procedure.

For the purpose of time limit calculations, the Director of Employee Relations and the Association President or their respective designees shall be the official timekeepers. Time limits shall be determined by the date of postmark of a mailed response to the official timekeeper or the date of the official timekeeper's initialed receipt of a delivered response.

SECTION 3 - PROCEDURE

Step 1. In the event an employee claims to have a grievance, the teacher shall orally submit the grievance to the teacher's immediate supervisor within twenty (20) working days from the time the employee knew or should have known of the occurrence giving rise to the grievance.

Step 2. If the grievance is not settled at the first step, the employee, within five (5) working days of the oral response in Step 1, shall reduce the grievance to writing and shall forward copies of the grievance to his/her immediate supervisor. The immediate supervisor shall give his/her written answer to the employee within seven (7) working days of receipt of the written grievance.

Step 3. If the grievance is not resolved satisfactorily, the aggrieved teacher may appeal within ten (10) working days to the Director. The District Director may designate an appropriate Division Director to respond at this step. The appeal shall be in writing and shall include a copy of the original grievance stating the nature of the grievance and the decision at Step 2.

Within seven (7) working days after the receipt of the appeal, the Director or his/her designee shall hold a meeting on the grievance. The aggrieved teacher and the Association President shall be given at least one (1) working day notice of the meeting. The aggrieved teacher shall be present at the meeting unless there is mutual agreement that no facts are in dispute and that the sole question before the Director is one of interpretation of a provision of the Agreement between the parties. Within seven (7) working days after the meeting on the appeal, the Director or his/her designee shall communicate his/her decision in writing to all parties present at the meeting.

Step 4. If the grievance is not resolved satisfactorily, the aggrieved teacher may appeal within fifteen (15) working days to the Board. The appeal shall be in writing and shall include a copy of the original appeal and the decisions at previous steps in the grievance procedure as the grievance has been heard.

The Board shall have the right to waive Step 4 in the procedure if it so desires and in such case shall notify the grievant within seven (7) calendar days of the date of the regularly scheduled Board meeting following a receipt of the grievance. If the Board determines a hearing is necessary, the Board or Personnel Committee will schedule a hearing on the date of the next regularly scheduled Board or Personnel Committee meeting or within thirty-five (35) calendar days. The aggrieved teacher and the Association President will be given at least two (2) working days notice of the hearing. Within seven (7) working days after the hearing on the appeal, the Board or Personnel Committee will communicate its decision in writing to the aggrieved teacher and Association. The Board or Personnel Committee may hold the hearing on the date of the regularly scheduled Board meeting following receipt of the grievance.

Step 5. If the grievance is not resolved satisfactorily through the above procedure, the Association along with the teacher may appeal within ten (10) working days for arbitration.

a. If the parties mutually agree, the arbitrator shall be appointed by the WERC or a private arbitrator shall be selected; or, if no such agreement can be reached within five (5) working days after notice of appeal to arbitration, the Association may request a panel of seven (7) arbitrators from the WERC.

b. The arbitrator shall be selected from the panel by each party, alternately striking a name from the panel until only one (1) name remains with the party striking first to be determined by coin toss.

c. The decision and award of the arbitrator will be accepted as final and binding by both parties.

d. The authority of the arbitrator shall be limited to the construction and application of the specific terms of this Agreement and limited to the grievance referred to him/her for arbitration. He/She shall have no authority or jurisdiction directly or indirectly to add to, subtract from or amend any of the specific provisions of this Agreement or to impose liability not explicitly expressed herein.

e. In the event there is a charge for the services of an arbitrator or for a transcript of the proceedings, the parties shall share the expense equally. Each party shall bear the expense of preparing and presenting its own case. Necessary witnesses and not more than two (2) local Association representatives may be in attendance at the arbitration hearing without loss of pay.

ARTICLE V

WORKING CONDITIONS

SECTION 1 - FAIR DISMISSAL

After the completion of his/her probationary period (Article III, Section 3.B.), an employee shall not be suspended, discharged, non-renewed (other than layoff), or otherwise disciplined except for just cause. All measures of discipline shall be subject to the grievance procedure, including access to binding arbitration, as outlined herein:

A. Grievances resulting from lesser measures of discipline (defined as oral reprimand, written reprimand, suspension of not more than five (5) days) shall be subject to the grievance procedure, to be initiated at the level at which the discipline was imposed.

B. Grievances resulting from severe discipline (defined as suspension of more than five (5) days, disciplinary transfer, loss of increment) or non-renewal or discharge shall follow these specific procedures:

1. Notification to the teacher and President of the GTEA in writing stating cause for such action.
2. If requested by the teacher, the teacher shall have a hearing with full benefit of representation and counsel before the Board or Personnel Committee (at the discretion of the Board) within thirty-five (35) calendar days of receipt of the notification.
3. The teacher shall have the right to appeal the

decision under Step 5 of the grievance procedure.

SECTION 2A - LAYOFF (Exclusive of positions added to the unit through W.E.R.C. Decision No. 19362-B.)

A. Priorities:

1. When there is a reduction in the number of employees, volunteers shall be considered first.

2. If not enough work (including evening and/or Saturday assignments, and/or compensating underload or overload the following semester and/or special assignments) is available to give a full-time employee a full workload, he/she may elect to be laid off rather than accept a partial load.

B. Layoff Criteria: If there are insufficient volunteers, employees shall be laid off by the Director. The Director shall act in a reasonable manner in selecting the employees to be laid off, basing the decision on the following factors:

1. The employees' areas of certification and academic training;

2. The employees' seniority in the District;

   In the event the factors in B. 1 and 2 are determined by the District Director to be equal, the content of B. 3 will be used to determine the employee to be laid off.

3. The employees' past and potential contributions to the educational program of the District, including the ability and performance of the employees.

The employee to be laid off and the President of the Local Association shall be notified in writing in the event of any layoff and will be given the reasons for such layoff.

C. Recall Procedure:

1. If, within the employee's reemployment rights, the District has a vacant position available in the affected layoff area, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this paragraph,

employees will be reinstated in reverse order of their layoff from the affected layoff area, if qualified to fill the vacancy. In the event two or more employees who are so qualified were laid off on the same date, the Board shall select the employee to be first contacted, taking into account the factors set forth in Paragraph B above.

2. A full-time employee on layoff may accept or refuse recall offers of part-time employment without loss of, renewal of, or extension of his/her contractual recall rights to the next available full-time position for which the employee is qualified.

3. Should an employee refuse a recall offer of part-time employment, the District is not obligated to offer subsequent part-time employment unless or until the employee indicates in writing that he/she is available and willing to accept part-time employment. The District will provide the Association with a copy of any such notice it receives. In no event shall the District be obligated to offer recall to a part-time position after the expiration of the employee's reemployment rights period defined below.

4. Upon reinstatement, the employee shall be given credit for all previous years served in the District (including previous allowance for any other outside experience credited to him/her). No employee may be prevented from securing other employment during the period he/she is laid off under this section.

5. Within fourteen (14) days after receint of notice pursuant to Paragraph 1, the employee must advise the District in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to Paragraph 1 shall be mailed, registered, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current whereabouts.

6. Any and all reemployment rights granted to an employee on layoff pursuant to this article shall terminate upon: .

a. Such employee's failure to accept within fourteen (14) days any full-time position offered him/her as provided above, or

b. The expiration of such employee's reemployment rights period. The term "employee's reemployment rights period" means three (3) years following the date on which the employee is laid off.

D. This procedure applies to layoffs occurring during the term of an individual contract or layoffs occurring at the close of the school year. If a layoff occurs during the term of an individual contract, employees shall be given a minimum of thirty (30) days notice.

SECTION 2B - LAYOFF

Notwithstanding the foregoing layoff procedure, the following layoff procedure shall be applicable to positions added to the unit through W.E.R.C Decision No. 19362-B.

A. When there is a reduction in the number of employees, volunteers will be considered first.

B. If volunteers do not accomplish the desired reduction in staff, employees shall be laid off by the District Director. The District Director shall take into account the following factors:

1. The employees' areas of certification and academic training, if required.

2. The employees' seniority in the District.

C. If not enough work is available to give a full-time employee a full workload, he/she may elect to be laid off rather than accept a partial load.

D. Where certification is not a requirement for the position, layoff shall be by seniority within the grouping identified as Appendix K, provided the remaining employees are qualified to perform the work of the position from which layoff occurred. Qualified shall mean meets the qualifications necessary to perform the job as described in the job description for the position which the employee would assume. The job description used shall be the one in effect at the time of layoff notification.

E. Where certification and academic training are requirements for the position, layoff shall be by seniority within the affected certification areas, provided the remaining employees are qualified to perform the work of the position from which layoff occurred. Qualified shall mean meets the qualifications necessary to perform the job as described in the job description for the position which the employee would assume. The job description used shall be the one in effect at the time of layoff notification.

F. In the event that the seniority of two or more employees for purposes of layoff is equal, the content of paragraph F. will determine the employee to be laid off.

G. The employee's past and potential contributions to the educational program of the District, including the ability and performance of the employees will be used by the District Director to break seniority ties.

H. There shall be no bumping into or out of the grouping identified as Appendix K by any other bargaining unit members under these layoff procedures.

I. The employee to be laid off and the Union will be notified in writing and given reasons for layoffs of bargaining unit members.

J. The parties agree that layoffs may occur during the contract year, therefore, a minimum of thirty (30) calendar days advance notice shall be given for such layoff. This procedure applies to layoffs occurring during the term of an individual contract or layoffs occurring at the close of a school year.

K. Recall Procedure

1. If, within an employee's reemployment period, the District has a vacant position available in the affected layoff area, the employee shall be notified of the vacancy and offered employment in that position, commencing as of the date specified in such notice. Under this paragraph, employees will be reinstated in reverse order of their layoff from the affected layoff area, if qualified to fill the vacancy. In the event two or more employees who are so qualified were laid off on the same date, the District Director shall select the employee to be first contacted, taking

into account the factors set forth in Paragraph F. above. Upon reinstatement, the employee shall be given credit for all previous years served in the District (including previous allowance for any other outside experience credited to him). No employee may be prevented from securing other employment during the period he/she is laid off under this section.

2. A full-time employee on layoff may accept or refuse recall offers of part-time employment without loss of, renewal of, or extension of his/her contractual recall rights to the next available full-time position for which the employee is qualified. Should an employee refuse a recall offer of part-time employment, the District is not obligated to offer subsequent part-time employment unless or until the employee indicates in writing that he/she is available and willing to accept part-time employment. The District will provide the Association with a copy of any such notice it receives. In no event shall the District be obligated to offer recall to a part-time position after the expiration of the employee's reemployment rights period defined below.

3. Within fourteen (14) calendar days after receipt of notice pursuant to Paragraph 1, the employee must advise the District Director in writing that he/she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to Paragraph 1 shall be mailed, registered, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the District Director advised of his/her current whereabouts.

4. Any and all reemployment rights granted to an employee on layoff pursuant to this article shall terminate upon:

   a. Such employee's failure to accept within fourteen (14) calendar days any full-time position offered his/her as provided in Paragraphs 1 and 2, or

   b. The expiration of such employee's reemployment rights period. The term "employee's reemployment rights period" means three (3) years following the date on which the employee is laid off.

The parties agree that the qualifications listed in employer job descriptions will be the entry level qualifications for the position.

SECTION 3 - EMPLOYEE WORKLOAD SECURITY

In the event of a staff reduction and/or contract reduction, bargaining unit members shall have the right to the workload in Educational Services or Student Services for which the bargaining unit member is certified (where certification is an employment requirement for the workload involved) or qualified (where certification is not an employment requirement for the workload involved). Workload subject to this provision shall not include coursework in category 600, or workload performed by employees in units represented by another labor organization, or workload performed by supervisors, managerial employees, confidential employees or full-time non-represented technical employees. Where coursework in course category 400 (trade extension) is involved, the workload formula credits for number of preparations shall not apply, but the remainder of the workload formula shall apply. For purposes of this employee workload security provision, qualified shall mean meets the minimum qualifications listed in the job description for that position.

Where reductions in part-time contracts are necessary, such reductions shall be by inverse seniority within the affected certification area or department.

SECTION 4 - VACANCIES

A. Notification of vacancies or newly established positions will be provided to each employee in his/her mailbox or through the mail. Interested teachers shall make application within ten (10) working days of the notification date.

B. Full-time teachers employed by the District completing the proper application will be given first consideration in filling vacancies or newly established positions.

C. Where two or more bargaining unit teachers are equal in qualification for the position, the bargaining unit teacher with the greater amount of seniority in the District shall be given preference.

SECTION 5 - TRANSFER

A. The administration shall take the seniority, training, experience, specific achievements, wishes and convenience of the teacher into consideration in transfer situations; however, it is understood that the instructional and best interests of the school system and the students are of primary importance.

B. Any teacher desiring a transfer to another campus, subject and/or activity assignment shall attempt to make his/her request to the District Director on or before February 1 in order for it to be considered for the following semester and by October 1 to be considered for the second semester. Such request shall include the subject areas or schools to which he/she desires to be transferred, in order of preference.

C. On or before the beginning of each school year, the Director upon written notification from the President of the Association will provide said person with the names of all teachers who have been transferred to another location.

D. Should a Student Services position that requires state certification become vacant or a new such position be created, Student Services professional/ non-certified employees who meet the requirements for state certification will be given first option for the certified position. If more than one employee is certifiable for the certified position, the most senior employee will be chosen.

SECTION 6 - TEACHER PROTECTION

A. Teacher Assault: Any case of an assault on a teacher, or an incident where a student's behavior imposes a physical threat to a teacher's safety, shall be promptly reported to the District Director. The District Director will render reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authority.

B. Teacher Protection: If any teacher is sued as a result of any action taken by the teacher while in pursuit of his/her employment, the District will provide assistance to the teacher.

C. Physical Safety: Teachers will not be required to endanger anyone's physical safety. The District shall make reasonable provisions for the safety and health of teachers while in the course of their employment. If the teacher is aware of any unsafe conditions or that anyone's physical safety is endangered, it is the responsibility of the teacher to report such conditions to his/her immediate supervisor.

D. The District shall make available to each bargaining unit teacher a lockable office, or a lockable desk, or a lockable file.

SECTION 7 - SUBSTITUTE TEACHING

A. Reasonable effort will be made to relieve teachers from substitute teaching duties. In the event such effort is unsuccessful, teachers may be assigned by the administration for substitute teaching duties. For each hour of substitute teaching, the teacher shall receive $17.15 per hour as compensation for said substitute teaching.

B. In no case shall a teacher be required to substitute for another on a long-term basis. A long-term basis shall be defined as any period exceeding two work weeks.

C. Substitute teaching shall be defined as teaching wherein a staff member is required to take over another teacher's class or classroom due to the absence of the regular teacher.

SECTION 8 - WORK WEEK AND WORK DAY

A. Teachers shall be required to be available for thirty-five hours per week. Teachers shall be assigned their classes within a span of seven and one-half (7-1/2) consecutive hours per day. Within that 7-1/2 hour time span an open campus shall apply. The seven and one-half (7-1/2) hours may be non-continuous for Adult High School/Academic Prep teachers, in which case open campus shall apply. Open campus shall be defined as the meeting of all classroom responsibilities; the scheduling of a maximum of five (5) office hours per week on no fewer than three (3) days; the attendance at all called school meetings (institutional, divisional, department, advisory); and the attendance on campus on all non-instructional days, with other times on campus being at the discretion of the instructor.

B. The work day for the teacher may start as early as 7 a.m. and end as late as 10 p.m. The work week shall consist of no more than five (5) consecutive days, Monday through Saturday. In no case shall the work day extend beyond seven and one-half (7-1/2) hours including lunch. It is further agreed that the exceptions to the five (5) consecutive work days may be made for newly established programs begun after signing this Agreement. It is also understood that the five (5) consecutive work day schedule shall not apply to aviation teachers.

C. Counselors, Librarians, Developer and other Student Services employees: The work day for counselors, librarians, developer and other Student Services employees shall be eight consecutive hours per day, including lunch, from 7 a.m. to 5 p.m., except that Student Services employees who were accreted into the unit under W.E.R.C. Decision No.19362-B and who were specifically hired to serve the evening school population may be scheduled during the period of the 190-day calendar so that their eight (8) consecutive hours per day are scheduled between 11 a.m. and 8 p.m.

D. Lunch Period: Each teacher in the system will receive a 30 minute duty-free lunch period per day, during the 4th, 5th or 6th clock hour of that teacher's daily schedule, unless other arrangements are mutually agreed upon between the teacher and administration.

E. Teachers shall have a minimum of 12 consecutive clock hours of unscheduled (free) time between the scheduled end of their last class and the beginning of their first scheduled class of the following day, unless the teacher consents to less than the 12 hours.

F. Teachers on an extended work day schedule shall be assigned to no more than 2 nights (7 p.m. - 10 p.m.) per week, unless the teacher consents to additional nights. This provision shall not apply to ABE Learning Center and Adult High School teachers.

G. All District teachers shall be entitled to first choice of available extra class work assignments which occur during the 38 week work year (or during the employee's work year for their position as specified in ARTICLE VII, Section 1 for those teachers accreted into the unit under W.E.R.C. Decision No. 19362-B), which shall be compensated in accordance with the hourly special employment salary schedules attached as appendices. If there are more qualified teachers than assignments available, assignments will be made on a rotating basis, by semester.

H. Teachers may submit a notice of preference for day or evening courses/work to their coordinator. Qualified employees who have a preference to be assigned to day or evening courses/work shall be scheduled such courses/work based on seniority. If day or evening courses/work remain unfilled, then the least senior qualified employee may be assigned to the courses/work.

If work is available to meet the employees preference time (day or evening) and he/she is required to work outside of that preference time, the employee shall have the right to take the available work within his/her preference time as an overload before it is assigned to call staff. No employee shall be required to work evening courses/work if he/she has involuntarily done so in the previous semester (except for ABE Learning Center and Adult High School teachers).

I. A committee consisting of no more than three (3) Union and no more than three (3) District representatives shall review all scheduling practices and complaints and make recommendations. Said committee will in its initial year of operation review the possibility of expanding the instructional period to 55 minutes and thereby also reduce the calendar year. The committee will issue an annual report to the District Director.

SECTION 9 - TEACHING ASSIGNMENTS

A. The County Director-Educational Services, the supervisor, coordinator and/or the head of the department, shall be responsible for the teaching assignments for all teachers under their supervision.

B. Teachers may express in writing preferences in teaching assignments. Such requests are to be submitted at least two months prior to the end of the preceding semester for which the course is requested.

C. No teachers shall be required to teach assignments other than those for which he/she is qualified according to state certification standards (either standard or provisionally certified or possess necessary qualifications for a standard or provisional certificate). Teachers shall be sent a copy of their schedule at least thirty (30) days prior to the semester for which the schedule is made. Except for teachers in positions that were added to the unit through W.E.R.C. Decision No. 19362-B shall be sent a copy of their schedule at least two (2) weeks prior to the semester for which the schedule is made.

D. In assigning teaching duties, first consideration shall be given to the primary competence of the teacher and to his/her experience in other fields as a teacher. Other considerations in making assignments include: program requirements, student needs, availability of teachers, teacher interest, times of course, location of course, past courses taught by the teacher.

SECTION 10 - WORK LOAD

All teaching and work assignments shall be made so that work will be nearly equal as is consistent with enrollment and program needs.

Teachers whose duties are primarily instructional in nature shall meet class groups as set forth below and in addition, perform such other professional duties outside of working hours as have been customarily performed by Gateway teachers.

The teachers' weekly class loads shall be:

Work Type	Hours Per Week
Lecture-Discussion (a)	17
Laboratory-Shop (a)	22
Clinical Experience (ADN, PN) (a)	23
Individual Study, Clinical Experience, etc. (b)	25
Special Assignment (full-time instructional) (c)	35
Flight Instruction (d)	450 hours per semester
Adult High School and Academic Preparation (e)	20**
Goal Tutoring Center, ABE instruction,	30*

Special Needs Instruction (g)

* 30 hours effective for the 1985-86 school year. (50% = 15 hours)

** Effective for the 1985-86 school year. (50% = 10 hours)

(a) This would be determined by classification of a course as given on the official curriculum sheet for each program, i.e., (3-0) Lec., (0-4) Lab.

(b) This includes those learning situations such as clinical experience (except practical nursing and associate degree nursing), opportunity center, and such designated assignments where teachers work with ten or fewer students.

(c) Curriculum and/or research assignments.

(d) If a teacher has a minimum of 150 dual flight hours per semester, the underload provisions of the work load formula will not apply. The maximum hours of dual flight shall be 200 hours per semester.

(e) Adult High School and Academic Preparation classes.

(f) ADN, LPN and OR instructors assigned clinical experience will receive a 13% credit on the clinical experience column for clinical experience.

(g) Goal Tutoring Center, ABE instruction, Special Needs instruction.

When a teacher has more than one work type, the work load table attached as Appendix "A" will be used to determine work load. If a teacher works in more than one area, the workloads in each area will be added together to determine the total work load.

Team Teaching: When teachers are in a team teaching situation, lecture-discussion and laboratory-shop, an hour taught will count as:

.67 in a two teacher team;

.50 in a three teacher team;

.33 in a four teacher team;

of what they would count in a non-team teaching situation. This paragraph shall not apply to GOAL Tutoring Center, ABE instruction, or Special Needs instruction.

To provide flexibility to teachers and administration, a normal work load will be 95-105 percentage range per semester, 190-210 range per year (any fraction of an hour will be rounded off to the nearest hour).

If the condition of an overload or underload is unavoidable for a semester or year, adjustments will be made through the following sequential order:

A. A compensating underload-overload the following semester or a special assignment to the teacher, if possible. (The compensating overload would not exceed 130% per semester.)

B. Evening or Saturday assignment, if possible.

C. A proportionate reduction in pay if the teacher does not wish to take an evening or Saturday assignment, or an increase in pay will be made, (under 190, over 210) if the above alternatives are not possible.

Four different preparations per term shall be considered maximum; for each additional preparation, the teacher will be credited with three laboratory shop hours. (Except apprenticeship classes where areas of instruction are considered preps. For example: math for plumbers, math for pipe fitters, math for painters and decorators would all be considered as one preparation.) This paragraph shall not apply to GOAL Tutoring Center, ABE instruction, or Special Needs instruction.

Travel time allocated to teachers (Kenosha to Racine-1/2 hour; Kenosha or Racine to Elkhorn-1 hour) traveling between campuses for time actually traveled by the teacher, will be divided by two and this time will be credited as laboratory-shop work type. Example: Teacher travels four hours per week, he/she would be credited with two hours of laboratory-shop time.

An hour for work load purposes normally consists of a fifty (50) minute session of contact or instruction with students with ten (10) minute break; however, this definition does not preclude the District from utilizing varying lengths of periods for educational purposes if deemed necessary by the District Director. The above definition also does not preclude such combinations as a 2-1/2 hour class with a 15 minute recess (i.e., current practices on evenings or Saturdays) or 2 hour laboratories with a 10 minute break, or other deviations from the 50 minute period--10 minute break format. This definition also does not apply to individual instruction, clinical areas, special assignments and the like.

SECTION 11 - EVALUATION PROCEDURE

The primary purpose of evaluation is to improve instruction and/or delivery of service to students.

A. All monitoring or observation of work performance of a teacher shall be conducted openly and fairly with his/her full knowledge. A teacher shall be given notice that such observation may be conducted in an eight (8) working day period of time.

B. Teachers shall be given a copy of an evaluation report prepared by their supervisors and shall have the right to discuss such a report with their supervisors.

C. The teacher shall have the right to answer any material filed and his/her answer attached to the file copy.

D. Any notification of unsatisfactory performance shall include a written notice.

SECTION 12 - TEACHER FILES

A. A copy of any material placed in a teacher's file shall be sent to the teacher immediately. The material shall include the name of the person originating it.

B. A teacher shall have the right to answer any material placed in the file and said answer shall be attached to the related material in the file.

C. The official single file shall be kept in the District Employee Relations Office. Upon request, the teacher shall have the right to see any material placed in the file. The teacher may have copies of material reproduced at his/her own expense. Association representatives may examine individual files upon written authorization from the teacher involved.

D. Records of grievance filed shall not be placed in the teacher's file.

E. The teacher shall be permitted to place in his/her file any material which he/she feels is pertinent to his/her professional career, performance, and qualifications.

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SECTION 13 - EMERGENCY CLOSING

A. The closing of school by the District Director because of an emergency or inclement weather shall be by campus location. An announcement of a morning closing will be made between 6 a.m. and 7 a.m.

B. Teachers, to whom the negotiated calendar applies, shall report for scheduled makeup day(s) according to the calendar. Additional days and makeup days for campus closing shall also be determined by the calendar. The scheduled in-service day(s) will become the last makeup day(s). Teachers not reporting for scheduled makeup day(s) shall suffer a loss of pay.

SECTION 14 - RESIGNATION

The Board may collect liquidated damages, in its discretion, as set forth herein:

A. Resignation with fewer than thirty (30) days advance written notice - $400.00.

B. Resignation with thirty (30) through fifty-nine (59) days advance written notice - $200.00.

This amount shall be deemed the cost of liquidated damages to the Board following the breach of the individual contract.

ARTICLE VI

LEAVES OF ABSENCE

SECTION 1 - SICK LEAVE

A. Every employee shall be entitled to sick leave pay, sick leave being accumulated to one hundred ten (110) days at the rate of twelve (12) days per year. The twelve (12) days per year shall be granted at the onset of the school year, but in the event an employee does not fulfill his/her contract with the Board, the portion of sick leave which was granted in excess of 1.2 days per month ratio will be adjusted on the fiscal salary payment.

B. Any employee on the work force on July 1, 1972, who had accumulated more than one hundred ten (110) days of sick leave on that date shall have his/her number of accumulated sick days as of that date reduced as a result of this Agreement.

Use of sick leave for any employee shall be through the following method:

1. The number of sick days accumulated prior to July 1, 1972 in excess of one hundred ten (110) days, if any, shall be placed in a "reserve sick leave account" for that employee.

2. In the event the twelve (12) days of sick leave for any one year are exhausted during that year, further use of sick leave during that year shall be subtracted from the "reserve sick leave account" credited to the employee, or his/her regular sick leave account at the discretion of the employee.

C. In addition to the use of this leave for personal illness, an employee may use this leave for critical illness in the immediate family (husband, wife, mother, father, sister, brother, son or daughter, and any person to whom the employee stood in the mutually acknowledged relation of parent or child). Critical illness includes taking a member of the family to a hospital or making arrangements for care in a sudden illness, but does not include cases where an employee would serve as a nurse or caretaker or to provide for the operation of the family for more than two (2) days.

D. Sick leave does not accumulate during an unpaid leave of absence.

E. The responsibility for claiming sick leave shall rest on the employee, who within three (3) days of return to work, shall submit to the appropriate Assistant Director the proper form bearing the signature of the employee stating that the absence was due to personal illness or critical illness in the immediate family.

F. Upon request, the District may require a physician's statement certifying that the employee is capable or incapable of renewing normal teaching duties, if the illness lasted three school days or more. If the employee has been under a physician's care, he/she shall provide the medical report; if the employee has not been under such medical care, the District shall pay for the necessary medical examination. The employee shall suffer no loss of pay or sick leave because of scheduling delays of the medical examination requested by the Board.

G. Employees shall be given a written accounting of their total accumulated sick leave on their respective by-weekly earnings statements.

SECTION 2 - BEREAVEMENT LEAVE

A. A maximum of up to five (5) school days per occurrence shall be allowed in case of necessary absence to make arrangements or attend a funeral of a member of the employee's immediate family (spouse, child, sister, brother, parent or parent-in-law, and any person to whom the employee stands in the mutually-acknowledged relation of the parent or child).

B. A maximum of up to two (2) school days per occurrence shall be allowed in case of necessary absence to make arrangements or attend a funeral of a close relative (grandparent, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law).

C. Additional days or days for occurrences not defined above may be granted at the discretion of the District Director.

D. Bereavement leave shall not be deducted from sick leave.

SECTION 3 - OTHER LEAVES

A. Noncumulative leave

1. Two (2) days of leave with pay per year may be designated as noncumulative leave. Such a leave may be qualified by the following reasons: (1) calls for immediate action or (2) which requires the presence of the teacher and cannot be rescheduled at any other time. The need for such leave shall be reported to the District Director immediately upon knowledge of such need, in writing and in advance if possible. If advance written notification is not possible, the leave shall be reported on forms provided by the Director upon the teacher's return. Examples of this type of leave are:

   (a) A required attendance at a court proceeding.

   (b) A required attendance at a legal proceeding for purchase or sale of a home in which the teacher will reside.

   (c) Absence due to summoning by a governmental agency, such as the Internal Revenue Service or the Draft Board.

(d) Absence due to a legal proceeding involving adoption of a child by the teacher.

(e) Absence due to attendance at a funeral of a close friend, a relative, or a fellow teacher.

(f) Absence due to travel involved in funeral attendance.

(g) Where established religious discipline makes it mandatory upon the teacher to desist from his/her daily occupation.

2. Such leave shall not be accumulative. Noncumulative leave shall not be deducted from accumulated sick leave. Absence in excess of the number of days to which an employee shall be entitled shall be deducted at the daily rate (1/190) of the contract salary.

B. Professional Leave

1. A teacher may, at the discretion of the Division Director, be granted professional leave for the purpose of attending professional conferences, workshops, institutes, visitation and other meetings related to the teacher's work or discipline.

SECTION 4 - SABBATICAL LEAVE

Whenever a teacher desires leave to continue his/her professional studies and improve himself/herself as a teacher, he/she may be granted a sabbatical leave at the discretion of the Board under the following conditions:

A. Teachers shall be eligible for sabbatical leave after six (6) years of continuous service in the District.

B. Requests for sabbatical leave shall be made one (1) semester in advance, in writing, stating the program the teacher plans to pursue while on leave. Under extenuating circumstances, the notice requirement may be waived by the District Director.

C. The number of sabbatical leaves granted each year shall not exceed four (4) employees per year. In granting sabbatical leaves, the criteria considered will include:

1. Needs of the District.

2. Reasonable distribution of applicants within the District.

3. Merit of reasons for desiring leave.

4. Previous leaves, if any.

5. Years of teaching experience.

D. The teacher accepting payment for sabbatical leave is obligated to return to the service of the District for twice the sabbatical leave granted and is obligated to return the full amount of compensation received if this condition is not fulfilled. The teacher will sign a note for the amount of compensation to be received, interest free, said note to be cancelled at the end of the service required according to this policy or at the death of the maker or upon his/her becoming permanently incapacitated or disabled.

E. The teacher shall transmit to the District Director within thirty (30) calendar days a written initial report of the sabbatical program and shall thereafter inform the District in writing of his/her continuance of the program on a monthly basis. The sabbatical program may not be reduced voluntarily without the District Director's approval once it is approved by the Employer.

At the conclusion of the sabbatical, the teacher shall submit a final written report of the manner in which such leave has been spent, accompanied by official evidence of credits taken. The initial report and the final report shall be approximately 100 to 250 words in length. It shall be the responsibility of the teacher to notify the Director by February 1 if return to duties by September can be expected or by October 1 if return to duties by the beginning of the second semester can be expected.

F. The salary for an applicant on sabbatical leave shall be six-tenths (6/10) of his/her contract salary based upon the actual contract salary of the year of the sabbatical leave or a pro ration for the period of sabbatical if less than one (1) year. Payment shall be made to the applicant in accordance with payroll procedures as they apply to teachers.
An employee on sabbatical leave shall retain membership in the retirement system, insurance benefit, and

accrue sick leave as other employees.

The individual on sabbatical leave may accept employment while on leave if all the provisions of this policy are met.

G. If an employee on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, the District Director shall report this fact to the Board; and the Board may terminate the leave of absence as of the date of the abuse after giving the employee an opportunity to be heard. Agreement to abide by the provisions of sabbatical leave is confirmed by the employee's signature and the signature of a witness and the date.

H. In the event a teacher has a specific grant which will afford him/her some additional financial aid, the Board and the Association agree to adjust the sabbatical payment so that sabbatical payment and the grant do not constitute more than one hundred percent (100%) of the teacher's salary.

I. Any teacher who is granted a sabbatical leave of absence must understand that while the Board will consider his/her wishes in the matter of reassignment, the Board reserves the right to reassign the teacher to a teaching position within his/her field of certification and is not obligated to return the teacher to his/her former assignment program.

SECTION 5 - JURY DUTY

A. Teachers who are called to jury duty shall receive full salary during the period of their absence for actual jury duty, provided that the teacher shall remit to the Board an amount equal to the compensation paid to the teacher for such jury services no later than the close of the pay period following receipt of such compensation; and the teacher shall also attach the summons for jury duty to the payroll time sheet. Teachers shall notify the administration immediately upon receipt of the summons for jury duty.

B. In computing the compensation for the teacher, such items as subsistence, travel, or other expense allowance paid by the court shall not be included in determining pay received from the court. In addition, such jury duty time shall not be deducted from sick leave accumulation or other leave time.

SECTION 6 - MILITARY LEAVE

A. Teachers shall be granted a leave of absence without pay for tour of military duty, reserve training, National Guard duty, or other qualifying military-related activity according to the rights and limitations of Wisconsin Statute 45.50 and other applicable law.

B. When requested, the Board shall grant a teacher a military leave of absence for training or other required military duty:

   1. The District shall grant, upon request, a military leave of absence for mandatory annual duty for training, not to exceed ten (10) working days per year, provided such duty is performed with the assigned unit.

   2. Periods of military leave for mandatory service as a result of civil disturbance or disaster will be allowed upon request in addition to leave for annual duty for training, provided such duties are performed with the assigned unit and not to exceed ten (10) working days per year.

   3. Under such, 1 or 2 above, teachers shall receive the difference between the military pay for each ten (10) working days (exclusive of any reimbursement for expenses) and the teacher's regular school per diem rate upon submission of a copy of the order to active duty and a copy of the pay voucher. The request for military leave must be accompanied by written directive from appropriate military officers which states that it is impossible to serve this duty during the summer or other times when school is not in session.

   4. Any teacher required by an involuntary call to report for an induction physical examination shall be excused with pay for such examination. Such absence shall not be deducted from accumulative sick leave.

SECTION 7 - UNPAID LEAVES OF ABSENCE

A. A teacher may, at the discretion of the Board, be granted a leave of absence without pay of up to two (2) years for the following reasons:

   1. Prolonged illness or disability due to injury (includes members of the immediate family).

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2. Advanced study.

3. Exchange teaching.

4. Service in professional organizations.

5. Seeking or holding public (elected or appointed) office.

6. Extended maternity leave for child rearing.

7. Seeking and holding an elected office within the Union holding a majority status as bargaining agent. (The term Union, as used herein, refers to the bargaining agent and its affiliated units.)

B. A teacher may, at the discretion of the Board, be granted a leave of absence without pay for one (1) year for an occupational leave to acquire experience and knowledge of his/her field of study as an employee in private or public employment, subject to the following conditions:

1. The occupational leave must relate to the area of the teacher's certification and/or must relate to the subject area the teacher is normally required to teach.

2. The teacher must submit in writing a statement to the District Director as to the educational value of the occupational leave which he/she is seeking.

3. A teacher who has been granted an occupational leave must, by February 1 of the year in which he/she wishes to return to a teaching position within the District, notify the Director of his/her intention to do so. Failure to submit such notification by February 1 of the year of the occupational leave shall be deemed a resignation of the teacher's position with the District.

C. Requests for unpaid leaves of absence shall be submitted in writing to the District Director as soon as the need for leave is known but, in any event, no later than one hundred (100) calendar days prior to the date it is desired the leave be granted. Under extenuating circumstances, the one hundred (100) day notification period may be waived by the District Director for Section 7, A, 1--"Prolonged illness or disability due to injury (includes members of the immediate family)."--and Section 7, A, 5--"Seeking or holding public (elected or appointed) office." The one hundred (100) calendar day notification period shall apply in all other instances. The District Director will interview any person submitting such a request and report information concerning the request in the form of a recommendation to the Board.

D. If the unpaid leave of absence is approved, the teacher will be so notified in writing by the Board. Upon return from such a leave, the teacher will be assigned to his/her field of certification provided the teacher provides a physician's statement of satisfactory health if such a statement is requested by the Board.

E. In the case of a request for an unpaid leave of absence due to a prolonged illness or disability due to injury, such request must be accompanied by a physician's certificate identifying the illness or injury, explaining why the leave is needed, estimating how long the illness or disability due to injury will continue, and substantiating every three (3) months the need for continuing the leave. If the Board so desires, the teacher on leave shall be examined by a physician selected by the Board. The cost of this physical exam, required by the Board and not covered by insurance, shall be paid by the Board.

F. Additional leave time may be granted by mutual consent of the teacher and the Board. A teacher on an unpaid leave of absence shall, if he/she so desires, be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

SECTION 8 - MATERNITY LEAVE

A. So long as State and Federal law require it, teachers disabled due to maternity reasons shall be allowed to use accumulated sick leave during the period between the date the teacher's doctor certifies that such teacher is incapable of performing normal teaching duties and the date the teacher's doctor certifies that the teacher is capable of renewing normal teaching duties. The District Director may require an additional certificate from a physician of the Board's choosing certifying that an employee on sick leave is medically unable to perform her normal teaching duties, in the event of an abnormal absence of greater than six (6) calendar weeks. The cost of this additional certificate by a physician of the Board's own choosing not covered by insurance shall be paid by the Board. Sick leave benefits under this paragraph shall be paid to the teacher only for the actual service days and/or working days missed.

B. It is agreed between the parties that all disagreements with respect to the appropriate State or Federal law applicable to this section shall be processed through the appropriate State or Federal agency rather than under Article IV - Grievance Procedure of this Agreement.

SECTION 9 - RULES GOVERNING LEAVES OF ABSENCE

A. All teachers on leave shall retain and continue to accrue seniority rights.

B. The Board shall continue to pay all benefits to any teacher on paid leave.

C. The Board shall allow the teacher to continue to pay all benefits which accrue while he/she is on leave without pay, unless prohibited by Wisconsin Statutes or by the agency or company involved.

D. An employee on an unpaid leave of absence shall retain employment status as accrued relating to salary placement.

ARTICLE VII

CALENDAR AND CONVENTIONS

SECTION 1 - CALENDAR

A. Calendar for 1985-86 (Appendix B)

B. Calendar for 1986-87 (Appendix C)

C. Calendar for 1987-88 (Appendix D)

D. GOAL DEPARTMENT

1985-86: Status quo work year for all employees.

1986-87: Beginning with the 1986-87 school year, the work year for GOAL Department teachers and counselors shall be the 190-day negotiated calendar.

E. STUDENT SERVICES DEPARTMENT

1985-86: Status quo 260/250/240 days including the eleven (11) paid holidays identified herein. Status quo vacation days for those individuals currently receiving technical vacation schedule.

1986-87: Beginning July 1, 1986, the work year for Student Services employees shall be 240 days, including the eleven (11) paid holidays identified herein and including the days off for Christmas and Easter shutdowns (10 days). Days to be worked will be mutually agreed to between the supervisor and employee.

Paid holidays include: New Year's Day, Good Friday, day following Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day following Thanksgiving Day, Christmas Eve day, Christmas Day, New Year's Day.

F. ADULT HIGH SCHOOL/ACADEMIC PREP

1985-86 and 1986-87: 190 days with seven (7) paid holidays with scheduling at the mutual understanding of the coordinators and individuals for full-time positions, so long as the total number of teaching, convention, and in-service days total the same number as in the negotiated calendar.

SECTION 2 - CONVENTIONS

A. Time off will be provided for WVA members on record April 1, to attend the WVA Convention during normal working hours with no reduction in pay. Those choosing not to attend and non-members of WVA will be required to report for work or such assignment as deemed desired at the discretion of the District Director. Each member planning to attend the Convention will notify the District Director in writing thirty (30) days prior to the meeting. Payment for expenses, not to exceed the dollar limits set forth below, shall be provided for costs incurred while attending the WVA Convention. Such expenses include registration fees, prorated travel and meals:

$55.00 Maximum per school year

B. Time off will be provided for teachers who attend the State Teachers Convention during the normal working hours with no reduction in pay. Those teachers not attending a State Teachers Convention will be required to report for work or such assignment as deemed desired at the discretion of the District Director. All teachers planning to attend a State Teachers Convention will notify the District Director in writing thirty (30) days prior to the Convention. Evidence of attendance through convention pass, ticket, registration or other acceptable form shall also be submitted no later than two (2) days following return of the teacher.

ARTICLE VIII

SALARY, BENEFITS AND TEACHER WELFARE

SECTION 1 - SALARY SCHEDULES

A. 1985-86 Teacher Salary Schedule (Appendix E)

B. 1986-87 Teacher Salary Schedule (Appendix F)

C. 1985-86 and 1986-87 Aviation Teaching Assistant Salary Schedules (Appendix G)

D. 1985-86 Professional Non-Certified Salary Schedule (Appendix H)

E. 1986-87 Professional Non-Certified Salary Schedule (Appendix I)

F. 1985-86 Special Employment Salary Schedule (Appendix J)

G. 1986-87 Special Employment Salary Schedule (Appendix K)

SECTION 2 - SALARY DETERMINATION

A. When a teacher is initially employed, he/she shall be given credit on the appropriate class in accordance with the appropriate academic/work experience preparation.

B. All employees in the bargaining unit whose contract extends beyond the normal thirty-eight (38) week contract shall have their salary pro rated from the thirty-eight week schedule. All employees in the bargaining unit whose contract extends beyond the employees normal work year as identified in Article VII, Section 1, shall have their salary pro rated from their respective work year.

C. 1. Teachers with a Bachelor's Degree equivalency are those who can qualify under standards as defined by certification requirements of the Wisconsin Board of Vocational, Technical and Adult Education who do not hold recognized academic degrees, but have had at least seven (7) years of apprenticeship/journeyman experience or other similarly appropriate and acceptable occupational experience as determined by the Director.

2. This equivalency will qualify an individual for an initial listing in educational classification I, Step 3. Individuals qualifying for baccalaureate degree equivalency may move to educational classification III upon completion of 20 credits. Individuals will attain educational classification IV upon completion of an earned Master's Degree. Educational classification IX likewise will be accomplished only upon completion of an earned doctorate.

D. Accounting teachers shall receive 10 credit hours beyond the BS or MS for the purpose of salary compensation for the Certified Public Accounting rating.

SECTION 3 - SALARY RECLASSIFICATION

A. Each employee shall file for salary evaluation with the Director of Employee Relations any additions to his/her training that have occurred since the last contract date. Salary adjustments resulting from such changes are to be made retroactive to the beginning of the semester in which the transcript is received by the Director of Employee Relations, provided that the credits were earned prior to the beginning of said semester. The responsibility for filing official transcripts shall rest with the teacher. All credits to be evaluated shall be on a semester basis.

B. Credit shall be given for movement horizontally on the salary schedule for Director approved credits completed after a teacher is employed.

C. Approved courses shall include credits taken for VTAE certification courses, courses included in an approved advanced degree program, and courses relating to the teacher's area of instruction.

D. All teachers are required to receive prior approval from the Director on such planned programs, courses and experience.

E. Master Craftsman Classification: The Master Craftsman is intended to recognize the highly specialized technical or trade skills of instructors who do not possess a bachelor's degree and where a bachelor's degree is not readily available.

Entry or placement on the Master Craftsman level is obtained through application to the District Director. A two (2) part application is required. Changes in the course of activities outlined in the application may be made with the approval of the District Director after said course of activities has been approved by the District Director. The criteria for admission to the Master Craftsman Classification level are as follows:

1. Candidate has less than a bachelor's degree.

2. The attainment of a bachelor's degree in the designated technology or trade is not generally appropriate to furthering the skills of the teacher.

3. The teacher possesses skill which is generally demonstrated to exceed that of a journeyman status in a trade recognized by the Division of Apprenticeship and Training of the State of Wisconsin or the teacher holds a diploma, associate degree, or nationally-recognized certificate requiring a year or more to earn.

4. The teacher must complete thirty (30) approved semester credits including the course requirements for a standard five (5) year teacher certificate.

Application for the Master Craftsman Classification may be made at any time. In order to obtain the Master Craftsman Classification, the candidate shall obtain approval for Part I of the G.T.I. Master Craftsman's Application and complete the requirements of Part II of the application. It is the responsibility of the teacher to complete the requirements identified in Part II of the application prior to the approval of a transfer to the Master Craftsman Classification. The approval of credits and the approval of Master Craftsman classification shall be made by the District Director. Movement on the salary schedule through additional credits beyond the Master designation shall proceed during the earning of credits which are approved by the District Director in advance pursuant to A, B, C and D of this section.

SECTION 4 - SPECIAL SCHOOL EMPLOYMENT

A. Bargaining unit teachers on a normal 38 week contract who, during the period of that contract, voluntarily accept employment to teach outside their basic 35 hour week employment shall be compensated at the rates attached herewith as appendices.

B. When courses outside of the full-time contract exist, first consideration by the administration shall be given to full-time bargaining unit teachers who have expressed an interest and who are located in the base school where the course is scheduled.

C. The factors used by the District in considering the employment of teachers for such positions shall include: the primary competence of the teacher, program requirements, student needs, availability of teachers, teacher interest, times of courses, location of courses, past courses taught by the teacher, past evaluations of the teacher, and seniority.

The positions added to the Association in W.E.R.C. Decision No. 19362-B shall be subject to the following language, instead of the Section 4 language above in Items A and C:

D. Bargaining unit teachers on a contract for a normal work year for their position as specified in Article VII, Section 1, who during the period of that contract, voluntarily accept employment to teach outside their basic work week employment as identified in Article V, Section 8, shall be compensated at the rates attached hereto as appendices.

E. The factors used by the District in considering the employment of teachers for such positions shall include: the certification/certifiability of the teacher for the course in question, the primary competence of the teacher, program requirements, student needs, availability of teachers, teacher interest, times of courses, location of courses, past courses taught by teachers, past evaluation of the teacher, and seniority.

The language in Item B in this section above shall not apply to those positions accreted to the unit.

SECTION 5 - SPECIAL SHORT TERM NON-TEACHING OR TEACHING PROJECT ASSIGNMENT

A. Teachers employed on a normal 38 week contract who voluntarily accept employment beyond their normal teacher schedule for non-teaching activities such as, but not limited to, instructional equipment maintenance, research, instructional materials or media preparation, curriculum development or revision work, or surveys will be paid at a rate appropriate to the work activity which will be determined by the administration on a project basis.

B. Teachers employed on a normal 38 week contract who voluntarily accept employment beyond their normal teaching schedule in a special State or Federally approved funded project will receive the flat hourly rate of pay, if specified, in the project contract. If not specified, the rate shall be in accord with appendices. This includes, but is not limited to JTPA, ABE and other such instructional projects.

This provision shall not apply to regular GOAL employees who are working an extended contract as per ARTICLE VIII, Section 6.

SECTION 6 - SUMMER SCHOOL

A. Summer school assignments will be determined by the administration. A reasonable attempt will be made to offer available positions to the full-time staff. First consideration will be given to the primary competence of the teacher. Other considerations will include program requirements, student needs, availability of teachers, times and locations of the classes, past courses taught by the teacher, and seniority. Summer school teaching is voluntary, except that in programs requiring summer work as a necessary part of the total program (i.e., nursing, production agriculture and farmer training), summer school teaching may be required if sufficient volunteers cannot be obtained.

B. If there are more qualified teachers than positions available, such assignments will be made on a rotating basis.

C. Salaries for teaching in the summer session shall be pro rated at 1/190* of the annual salary based on the teacher's contract salary of the preceding semester and the percentage of the teaching load being taught, except that the hourly rate referenced in Appendices

J and K shall be paid for teaching summer school classes in excess of four (4) credits. However, when a single course exceeds four (4) credits, the pro rated salary shall apply.

Examples: One 4 credit summer school class - pro rata for all 4 credits.

Two 2 credit summer school classes - pro rate for all 4 credits.

One 3 credit and one 1 credit summer school class - pro rata for all 4 credits.

One 3 credit and one 2 credit summer school class - pro rata for 3 credits and hourly rate for 2 credits.

One 3 credit and one 3 credit summer school class - pro rata for 3 credits and hourly for 3 credits.

One 5 credit summer school class pro rata for all 5 credits.

* 1/200th during the summer of 1986 for GOAL Tuturing Center, ABE instruction, Special Needs instruction

D. July 4th shall be considered a legal paid holiday.

E. Individual contracts for the summer school session shall be issued separately from the regular school year contract.

F. The full-time summer school work day shall be seven and one-half (7-1/2) consecutive hours per day including lunch, except that when program needs require it, and when teachers volunteer for the position, the 7-1/2 hours per day need not be consecutive.

G. Notification of tentative assignment will be made thirty (30) calendar days prior to the beginning of summer school.

H. Teachers shall be allowed to use accumulated sick leave.

I. Memorial Day is a legal holiday for nursing teachers providing they work the day prior to and the day following Memorial Day.

SECTION 7 - PHYSICAL EXAMINATION

All employees will be required to have a physical examination upon employment, and every six (6) years thereafter, except when State law requires more frequent examinations. The Board will pay up to $45.00 or the Board approved amount for administrative staff, if greater) toward such examinations, which will be made by a physician of the employee's choice. Notification shall be given to the employee required to submit a physical examination. The District will attempt to provide appropriate forms and notification in a manner that would facilitate summer appointments with physicians.

SECTION 8 - TRAVEL EXPENSE AND TIME

A. Where bargaining unit members are authorized to use their personal automobiles for District purposes, they will be reimbursed for such use at the rate of twenty-one cents ($.21) per mile (or the Board approved rate paid administrative staff, if greater), for mileage actually traveled to any assigned duty station over and above round trip mileage to base campus from dwelling.

B. Where bargaining unit members are authorized to travel to represent the District, their reasonable expenses will be reimbursed provided a receipt for every expense over $3.00 is submitted.

C. Those teachers on a normal 38 week contract who conduct classes which require travel outside of their 35 hour work week will be paid for their travel at the rate of six dollars ($6.00) per hour or pro rated portion thereof, provided the teacher actually travels the distance.

D. The time allocated for travel time from the teacher's base school (assigned over 50% of work week) to or from the place of assignment is:

0 - 9 miles one way	No payment
10 - 25 miles one way	1/2 hour
26 - 40 miles one way	3/4 hour
41 - 55 miles one way	1 hour
56 - 70 miles one way	1-1/2 hours

SECTION 9 - ANNUITY AND CREDIT UNION DEDUCTION

A. Annuity: Upon receipt of appropriate written authorization signed by the teacher, the District will deduct for the tax sheltered annuity through the Wisconsin Teacher Retirement Fund or a private plan.

The District need not make such deductions for more than five (5) companies in total for all teachers.

Deduction will be made twice a month. The amount of deduction will be established at the time of enrollment.

B. Credit Union Deduction: Bargaining unit teachers who are members of a credit union may arrange for payroll deduction for payment to their credit union. Anniversary days for such deductions shall be January 31 and September 30 of each year.

C. Hold Harmless: The Association shall indemnify the Board and its agents and hold them harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken the Board or its agents for the purpose of complying with this provision.

SECTION 10 - BENEFITS

A. Hospital and Medical Insurance: The proposed group hospital-medical insurance plan (existing plan with increase to $200 diagnostic, coverage of 365 days hospital stay and $50,000 major medical with $100 deductible), or the equivalent, shall be continued to full-time employees and the Board shall pay up to $68.91 per month (100% of the 1985-86 and 1986-87 premium) or $826.92 annually of the coverage for those employees whose requirement is the single individual, and up to $179.64 per month (100% of the 1985-86 and 1986-87 premium) or $1,155.68 annually of the coverage for those employees whose requirement is family coverage.

B. Life Insurance: The Board will pay one hundred per cent (100%) of the premium of a State Life Insurance policy as presently constituted by law, for each teacher.

C. Liability Insurance: Present amounts of liability coverage for teachers' tort liability, paid for by the Board, shall be continued.

D. Disability Insurance: The District will provide long term disability insurance benefits to all teachers comparable to the benefits now provided in policy #LSC60203 for the schedule amount of 66-2/3% of gross salary. The payment limit including benefits paid under the Social Security Act shall be 80%.

E. Dental Insurance: The District will pay full premium for dental health benefits comparable to benefit now provided in policy #R372.

If, at any time, Health Maintenance Organization becomes effective and provides dental care for the bargaining unit teachers, the total monthly dental insurance premiums shall not exceed the $11.80 for those employees whose requirement is the single individual, and $41.31 for those employees whose requirement is family coverage.

F. Worker's Compensation: Any teacher disabled and absent from work due to an injury compensated by Worker's Compensation shall receive in addition to Worker's Compensation the difference between this payment and his/her regular salary until his/her sick leave is exhausted.

In the event that a teacher has accumulated fewer than the minimum number of sick leave days necessary in order for the Long Term Disability Plan to take effect, the Board will pay the difference between Worker's Compensation benefits and the teacher's full salary between the time when accumulated sick leave is exhausted and the Long Term Disability Plan takes effect.

When a teacher under this provision returns to work, he/she will immediately be credited with the number of accumulated sick leave days credited to him/her prior to the periods of disability, up to a maximum of fifty (50) days.

In order to be eligible for this, the teacher shall promptly report the injury to the District Director.

G. Retirement: The Board will pay each employee's six percent (6%) required contribution to the Wisconsin Retirement Fund on total earnings for the calendar year paid through Gateway's payroll system.

H. Change of Carriers: The Board may from time to time change any insurance carrier or carriers as long as substantially equal or better benefits as compared with those benefits in effect on June 30, 1983 are maintained with no increase in premiums. The Board shall provide the Association with policy numbers and specifications of teacher insurance policies.

I. Clarification of hospital/medical/dental insurance plan where two (2) spouses are District employees, they will have the following choice of plans:

1. One (1) family plan or;

2. Two (2) single plans

If the spouses effected choose number (1) of the above choices, that is the family plan, the employees shall have the right to choose who will be the insured and who will be the dependent.

J. Early Retirement Program: A bargaining unit employee who requests early retirement benefits under this provision must be a bargaining unit employee who:

a. Has reached age 62 at the time of retirement but has not reached age 65 by that date.

b. Is a bargaining unit employee at the time retirement is requested.

c. Has given sixty (60) days advance notice of retirement unless illness or extenuating circumstances cause a need for retirement without notice as requested herein.

d. Has fifteen (15) years of service to the District as an employee. An employee with less than fifteen (15) years of service to the District as an employee may retire under this policy and receive the benefits set forth herein provided premium costs are paid by the employee or spouse on an advanced billing basis.

1. Medical Benefits

A. Medical Benefits

The employee is eligible to receive the medical insurance provide the group wherein the employee was a member immediately preceding retirement with the premium paid by the employer and the employee on the same basis it was paid during the month immediately preceding the retirement date, through the month during which said employee becomes sixty-five (65) years of age.

If a retired employee dies, his/her spouse may retain the retired employee's medical insurance on the above basis through the month during which the retired employee would have reached age sixty-five (65) had death not occurred.

B. Medicare

In the event a retired employee under this provision becomes eligible for Medicare prior to age sixty-five (65), the Board will pay the cost of the supplemental insurance coverage which, when added to Medicare, is substantially equivalent to the coverage provided the group within which the retired employee functioned immediately prior to retirement.

2. Dental Insurance

Employees who retire under this provision may maintain District dental coverage provided the group wherein such employee was a member immediately preceding retirement by notifying the District in writing and by making full payments to the District on an advance billing basis.

3. Life Insurance

Employees who retire under this provision must maintain their District group term life insurance coverage, making the necessary premium payments to the District on an advance billing basis.

SECTION 11 - BARGAINING UNIT TEACHERS WORKING LESS THAN FULL-TIME

Bargaining unit teachers working with a less than full-time contract shall be classified by educational background and experience for appropriate placement on the salary schedule. Compensation shall be pro rated on a basis proportionate with a regular rate of pay for full-time teachers at that salary. The District shall also pay pro rata portion toward the cost of benefits for such teachers, provided the teacher makes a pro rated contribution towards the cost of the benefits.

ARTICLE IX

RULES GOVERNING THIS AGREEMENT

SECTION 1 - STRIKE PROHIBITED

A. The Association agrees that neither it nor any of the employees in the bargaining unit will authorize, condone, assist, or support any strike, slowdown or sanction against the District, or withhold in full or in part any services for the term of this Agreement.

B. In the event of any violation of the preceding clause, the Board may take whatever disciplinary action it deems appropriate, including immediate discharge.

C. The Board agrees that it will not engage in a lockout for the term of this Agreement.

SECTION 2 - GENERAL PROVISIONS

A. Savings: Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, labor relations board or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portions of this Agreement and the parties shall enter into negotiations within a reasonable time for the purpose of arriving at a mutually satisfactory replacement for such questioned article or part thereof.

B. Amendments: This Agreement can be altered during its term only by mutual consent of the parties. Such amendments shall be in writing and subject to the same ratification procedure as this Agreement. The parties to this Agreement have the unlimited right to make proposals on any matter not resolved by law from collective bargaining.

C. Both parties shall abide by all terms of this Agreement.

D. Any individual contract between the Board and an individual teachers shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

SECTION 3 - DURATION AND PROCEDURE FOR NEGOTIATING A SUCCESSOR AGREEMENT

A. A two year agreement with an effective date of July 1, 1985 and an expiration date of June 30, 1987. However, any language changes will be effective the date of signing of the Agrement. The only provisions that will be given retroactive effect are: (1) to July 1, 1985 teacher salary schedule, (2) to July 1, 1985 aviation teaching assistant salary schedule, (3) to August 22, 1985 special employment salary schedule, (4) to July 1, 1985 physical examination rate, and (5) health insurance benefits (Article VIII, Section 10(A), which shall be effective July 1, 1985. The contribution to the Wisconsin Retirement System on total earnings will be effective January 1, 1986, and the Wisconsin Retirement System employer payment of the employee contribution of 6% shall be effective January 1, 1986.

A two year agreement for those positions accreted into the unit under W.E.R.C. Decision No. 19362-B with an effective date of July 1, 1985 and an expiration date of June 30, 1987. However, any language changes will be effective the date of ratification by both parties except as outlined below. The following provisions will be given retroactive effect: (1) to July 1, 1985 salary schedule and layoff provision, (2) to August 22, 1985 special employment salary schedule, (3) to July 1, 1985 physical exam rate, (4) to December 1, 1985 District payment of full health insurance premium including Major Medical, where the employee previously assumed this coverage. The contribution to the Wisconsin Retirement System on total earnings will be effective January 1, 1986, and the Wisconsin Retirement System employer payment of the employee contribution of 6% shall be effective January 1, 1986. The employer payment of the employee contribution of 5% on base salary shall be retroactive to July 1, 1985. The workload will be used to determine percent of load back to August 22, 1985, only for purposes of determining salary due to part-time employees. Workload calculations will be determined and effective for Semester I, 1986-87. The parties agree to abide by the negotiated grievance procedure for any grievances stemming from actions begun prior to the signing of this agreement.

B. Negotiations on a successor agreement in accordance with Wisconsin Statutes 111.70 shall begin on or before March 10, 1987.

C. At negotiation meetings, the Association and District shall each restrict their representation to not more than seven (7) persons.

D. Negotiation sessions shall be closed to the public unless both parties agree to the contrary.

Dated this 23rd day of October, 1986.

FOR THE BOARD:

/S/ Gene O. Olson
Chairman

/s/ Judy Jensen
Secretary

FOR THE ASSOCIATION:

/S/ Richard Gizelbach
President

/s/ Diane Leisemann
Negotiations Chairperson

APPENDIX A

WORK LOAD TYPE CONVERSION TABLE

HOURS	LECT. DISC.	LAB. SHOP	CLINICAL EXP. (ADN, PN)	INDIV. INSTR. CLINICAL EXP.	ADULT HS ACADEMIC PREP	TUTOR. CENTER ABE, SPEC. NEEDS
1	6	5	4	4	5	3
2	12	9	9	8	10	7
3	18	14	13	12	15	10
4	24	18	17	16	20	13
5	29	23	22	20	25	17
6	35	27	26	24	30	20
7	41	32	30	28	35	23
8	47	36	35	32	40	27
9	53	41	39	36	45	30
10	59	46	44	40	50	33
11	65	50	48	44	55	37
12	71	55	52	48	60	40
13	77	59	57	52	65	43
14	82	64	61	56	70	47
15	88	68	65	60	75	50
16	94	73	70	64	80	53
17	100	77	74	68	85	57
18	106	82	78	72	90	60
19	112	86	83	76	95	63
20	118	91	87	80	100	67
21	124	96	91	84	105	70
22		100	96	88	110	73
23		105	100	92	115	77
24		109	104	96	120	80
25		114	109	100	125	83
26		118	113	104		87
27		123	117	108		90
28			122	112		93
29				116		97
30				120		100

GATEWAY TECHNICAL INSTITUTE
Employee Relations Division

APPENDIX B

CALENDAR FOR 1985-86

AUGUST

M	T	W	TH	F	TD	IS	H	C
19	20	21	㉒	㉓	5	2	0	0
26	27	28	29	30				

SEPTEMBER

M	T	W	TH	F	TD	IS	H	C
(2)	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20	20	0	1	0
23	24	25	26	27				
30								

OCTOBER

M	T	W	TH	F	TD	IS	H	C
	1	2	3	4				
7	8	9	10	11				
14	15	16	17	18	21	0	0	2
21	22	23	$\boxed{24}$	$\boxed{25}$				
28	29	30	31					

NOVEMBER

M	T	W	TH	F	TD	IS	H	C
				1				
4	5	6	7	8				
11	12	13	14	15				
18	19	20	21	22	19	0	2	0
25	26	27	(28)	(29)				

DECEMBER

M	T	W	TH	F	TD	IS	H	C
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20	15	0	1	0
~~23~~	~~24~~	(25)	~~26~~	~~27~~				
~~30~~	~~31~~							

JANUARY

M	T	W	TH	F	TD	IS	H	C
		(1)	~~2~~	~~3~~				
6	7	8	9	10				
13	14	⑮	⑯	⑰	17	3	1	0
20	21	22	23	24				
27	28	29	30	31				

FEBRUARY

M	T	W	TH	F	TD	IS	H	C
3	4	5	6	7				
10	11	12	13	14				
17	18	19	20	21	20	0	0	0
24	25	26	27	28				

MARCH

M	T	W	TH	F	TD	IS	H	C
3	4	5	6	7				
10	11	12	13	14				
17	18	19	20	21				
24	25	26	27	(28)	19	0	1	
~~31~~								

APRIL

M	T	W	TH	F	TD	IS	H	C
	~~1~~	~~2~~	~~3~~	~~4~~				
7	8	9	10	11				
14	15	16	$\boxed{17}$	$\boxed{18}$				
21	22	23	24	25				
28	29	30			16	0	0	2

MAY

M	T	W	TH	F	TD	IS	H	C
			1	2				
5	6	7	8	9				
12	13	14	15	16				
19	20	21	22	23	21	0	1	0
(26)	27	28	29	30				

JUNE

M	T	W	TH	F	TD	IS	H	C
2	~~3~~	~~4~~	~~5~~	~~6~~	0	1	0	0

173 Teaching Days
$\boxed{4}$ Convention Days
(7) Holidays
6 In-Service

(Emergency Make Up Days - June 3, 4, and 5)

GATEWAY TECHNICAL INSTITUTE
Employee Relations Division

APPENDIX C

CALENDAR FOR 1986-87

M	T	W	TH	F	TD	IS	H	C
AUGUST					0	2	0	0
25	26	27	㉘	㉙				
SEPTEMBER					21	0	1	0
(1)	2	3	4	5				
8	9	10	11	12				
15	16	17	18	19				
22	23	24	25	26				
29	30							
OCTOBER					21	0	0	2
		1	2	3				
6	7	8	9	10				
13	14	15	16	17				
20	21	22	23	24				
27	28	29	$\boxed{30}$	$\boxed{31}$				
NOVEMBER					18	0	2	0
3	4	5	6	7				
10	11	12	13	14				
17	18	19	20	21				
24	25	26	(27)	(28)				
DECEMBER					15	0	1	0
1	2	3	4	5				
8	9	10	11	12				
15	16	17	18	19				
~~22~~	~~23~~	~~24~~	(25)	~~26~~				
~~29~~	~~30~~	~~31~~						

M	T	W	TH	F	TD	IS	H	C
JANUARY					17	3	1	0
			(1)	~~2~~				
5	6	7	8	9				
12	13	14	15	16				
19	20	㉑	㉒	㉓				
26	27	28	29	30				
FEBRUARY					20	0	0	0
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
MARCH					22	0	0	0
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20				
23	24	25	26	27				
30	31							
APRIL					14	0	1	2
		1	2	3				
6	7	8	$\boxed{9}$	$\boxed{10}$				
13	14	15	16	(17)				
~~20~~	~~21~~	~~22~~	~~23~~	~~24~~				
27	28	29	30					
MAY					20	0	1	0
				1				
4	5	6	7	8				
11	12	13	14	15				
18	19	20	21	22				
(25)	26	27	28	29				
JUNE					5	1	0	0
1	2	3	4	5				
⑧	~~9~~	~~10~~	~~11~~	~~12~~				

173 Teaching Days
$\boxed{4}$ Convention Days
(7) Holidays
⑥ In-Service

(Emergency Make Up Days - June 9, 10, and 11)

GATEWAY TECHNICAL INSTITUTE
Employee Relations Division

APPENDIX D

CALENDAR FOR 1987-88

AUGUST

M	T	W	TH	F	TD	IS	H	C
24	25	26	㉗	㉘	1	2	0	0
31								

SEPTEMBER

M	T	W	TH	F	TD	IS	H	C
	1	2	3	4				
(7)	8	9	10	11				
14	15	16	17	18	21	0	1	0
21	22	23	24	25				
28	29	30						

OCTOBER

M	T	W	TH	F	TD	IS	H	C
			1	2				
5	6	7	8	9				
12	13	14	15	16	20	0	0	2
19	20	21	22	23				
26	27	28	29	30				

NOVEMBER

M	T	W	TH	F	TD	IS	H	C
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20	19	0	2	0
23	24	25	(26)	(27)				
30								

DECEMBER

M	T	W	TH	F	TD	IS	H	C
	1	2	3	4				
7	8	9	10	11				
14	15	16	17	18	14	0	1	0
~~21~~	~~22~~	~~23~~	~~24~~	(25)				
~~28~~	~~29~~	~~30~~	~~31~~					

JANUARY

M	T	W	TH	F	TD	IS	H	C
				(1)				
4	5	6	7	8				
11	12	13	14	15				
⑱	⑲	20	21	22	18	2	1	0
25	26	27	28	29				

FEBRUARY

M	T	W	TH	F	TD	IS	H	C
1	2	3	4	5				
8	9	10	11	12				
15	16	17	18	19	21	0	0	0
22	23	24	25	26				
29								

MARCH

M	T	W	TH	F	TD	IS	H	C
	1	2	3	4				
7	8	9	10	11				
14	15	16	17	18	21	0	0	2
21	22	23	24	25				
28	29	30	31					

APRIL

M	T	W	TH	F	TD	IS	H	C
				(1)				
~~4~~	~~5~~	~~6~~	~~7~~	~~8~~				
11	12	13	14	15	15	0	1	0
18	19	20	21	22				
25	26	27	28	29				

MAY

M	T	W	TH	F	TD	IS	H	C
2	3	4	5	6				
9	10	11	12	13				
16	17	18	19	20	21	0	1	0
23	24	25	26	27				
(30)	31							

JUNE

M	T	W	TH	F	TD	IS	H	C
		1	2	③	2	2	0	0
⑥	7	~~8~~	~~9~~	~~10~~				

173 Teaching Days
$\boxed{4}$ Convention Days
(7) Holidays
6 In-Service

(Emergency Make Up Days - June 7, 8, and 9)

2.6

GATEWAY VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

1985-86 TEACHER SALARY SCHEDULE*

Step (Old)		I BA	II +10	III +20	IV MA MC	V MA+10 MC+20	VI MA+20 MA+40	VII MA+30 MC+60	VIII MA+40 MC+80	IX PhD
(3)	1	19,348	19,770	20,193	21,038	21,461	21,883	22,306	22,728	23,574
(4)	2	20,073	20,495	20,918	21,763	22,186	22,608	23,031	23,453	24,299
(5)	3	20,798	21,220	21,643	22,488	22,911	23,333	23,756	24,178	25,024
(6)	4	21,523	21,945	22,368	23,213	23,636	24,058	24,481	24,903	25,749
(7)	5	22,248	22,671	23,093	23,938	24,361	24,783	25,206	25,628	26,474
(8)	6	22,973	23,396	23,818	24,663	25,086	25,508	25,931	26,353	27,199
(9)	7	23,698	24,121	24,543	25,388	25,811	26,233	26,656	27,078	27,924
(10)	8	24,423	24,846	25,268	26,113	26,536	26,958	27,381	27,803	28,649
(11)	9	25,148	25,571	25,993	26,838	27,261	27,683	28,106	28,529	29,374
(12)	10	25,873	26,296	26,718	27,563	27,986	28,408	28,831	29,254	30,099
(13)	11		27,021	27,443	28,288	28,711	29,133	29,556	29,979	30,824
(14)	12		27,980	28,403	29,248	29,671	30,093	30,516	30,938	31,784
(15)	13			29,369	30,214	30,637	31,060	31,482	31,905	32,750
(16)	14				31,421	31,844	32,266	32,689	33,111	33,956

*No increment adjustment will be made in 1985-86. The increment adjustments will be made in 1986-87.

GATEWAY VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

1986-87 TEACHER SALARY SCHEDULE

Step	I BA	II +10	III +20	IV MA MC	V MA+10 MC+20	VI MA+20 MC+40	VII MA+30 MC+60	VIII MA+40 MC+80	IX PhD
1	20,461	20,907	21,355	22,248	22,696	23,142	23,589	24,036	24,930
2	21,228	21,675	22,121	23,015	23,462	23,909	24,356	24,803	25,697
3	21,994	22,441	22,889	23,782	24,228	24,676	25,122	25,569	26,463
4	22,761	23,208	23,655	24,549	24,996	25,442	25,889	26,336	27,230
5	23,528	23,975	24,421	25,315	25,762	26,210	26,656	27,103	27,997
6	24,294	24,741	25,189	26,082	26,529	26,976	27,422	27,870	28,763
7	25,062	25,508	25,955	26,849	27,296	27,742	28,190	28,636	29,531
8	25,828	26,275	26,722	27,615	28,062	28,510	28,956	29,403	30,297
9	26,594	27,042	27,489	28,383	28,829	29,276	29,722	30,170	31,063
10	27,362	27,808	28,255	29,149	29,596	30,043	30,490	30,936	31,830
11		28,575	29,022	29,915	30,363	30,809	31,256	31,704	32,597
12		29,590	30,037	30,931	31,378	31,824	32,272	32,718	33,612
13			31,059	31,953	32,400	32,846	33,294	33,740	34,634
14				33,229	33,675	34,122	34,570	35,016	35,910

APPENDIX G

AVIATION TEACHING ASSISTANT SALARY SCHEDULE
Annual Salary - 52 Weeks

Step	1985-86*	1986-87
1	$18,717	$19,794
2	19,457	20,577
3	20,175	21,336
4	20,937	22,142
5	21,677	22,925
6	22,417	23,707

*No increment adjustment will be made in 1985-86. The increment adjustments will be made in 1986-87.

APPENDIX H

1985-86 PROFESSIONAL/NON-CERTIFIED SALARY SCHEDULE

Step	BA	MA
1	19,050	20,740
2	19,775	21,465
3	20,526	22,216
4	21,306	22,996
5	22,116	23,805
6	22,957	24,647
7	23,829	25,519
8	24,734	26,424
9	25,675	27,365
10	26,650	28,340
11	27,663	29,353
12	28,714	30,404
13		31,495

APPENDIX I

1986-87 PROFESSIONAL/NON-CERTIFIED SALARY SCHEDULE

Step	BA	MA
1	20,145	21,932
2	20,912	22,699
3	21,706	23,493
4	22,531	24,318
5	23,388	25,175
6	24,277	26,064
7	25,199	26,986
8	26,156	27,943
9	27,151	28,938
10	28,182	29,969
11	29,254	31,041
12	30,365	32,152
13		33,306

APPENDIX J

SPECIAL EMPLOYMENT SALARY SCHEDULE

Effective First Day of School - August 22, 1985

I. Non-aidable classes, hourly supervision

II. Aidable classes including GOAL

III. Associate Degree and Vocational Diploma classes

IV. Special rate only to be assigned by Director of Community Services or Director of Instructional Services

	I	II	III	IV
1. Special, in-service, behind-the-wheel instruction	12.25			
2. 30 Credits or Craftsman	12.71	16.21	17.15	18.00
3. 60 Credits or Master Tradesman	13.15	16.21	17.15	18.00
4. B.A.	14.45	16.21	17.15	18.00
5. B.A. + 10 Credits	14.87	16.21	17.15	18.00
6. B.A. + 20 Credits	15.30	16.41	17.46	18.53
7. M.A./M.C.	15.70	17.00	17.98	19.09
8. M.A. + 10 Credits/M.C. + 20 Credits	15.98	17.14	18.25	19.40
9. M.A. + 20 Credits/M.C. + 40 Credits	16.15	17.32	18.48	19.67
10. M.A. + 30 Credits/M.C. + 60 Credits	16.41	17.59	18.76	19.99
11. M.A. + 40 Credits/M.C. + 80 Credits	16.60	17.79	19.01	20.23
12. Ph.D.	17.01	18.25	19.49	20.78

APPENDIX K

SPECIAL EMPLOYMENT SALARY SCHEDULE

Effective First Day of School - August 28, 1986

I. Non-aidable classes, hourly supervision

II. Aidable classes including GOAL

III. Associate Degree and Vocational Diploma classes

IV. Special rate only to be assigned by Director of Community Services or Director of Instructional Services

		I	II	III	IV
1.	Special, in-service, behind-the-wheel instruction	13.11			
2.	30 Credits or Craftsman	13.60	17.34	18.35	19.26
3.	60 Credits or Master Tradesman	14.07	17.34	18.35	19.26
4.	B.A.	15.46	17.34	18.35	19.26
5.	B.A. + 10 Credits	15.91	17.34	18.35	19.26
6.	B.A. + 20 Credits	16.37	17.56	18.68	19.83
7.	M.A./M.C.	16.80	18.19	19.24	20.43
8.	M.A. + 10 Credits/M.C. + 20 Credits	17.10	18.34	19.53	20.76
9.	M.A. + 20 Credits/M.C. + 40 Credits	17.28	18.53	19.77	21.05
10.	M.A. + 30 Credits/M.C. + 60 Credits	17.56	18.82	20.07	21.39
11.	M.A. + 40 Credits/M.C. + 80 Credits	17.76	19.04	20.34	21.65
12.	Ph.D	18.20	19.53	20.85	22.23

GATEWAY TECHNICAL INSTITUTE
Equal Opportunity Employer/Program

District Office
Kenosha Campus
3520 30th Avenue
P.O. Box 1486
Kenosha WI 53141
Phone (414) 656-6900

Racine Campus
1001 South Main Street
Racine WI 53403
Phone (414) 631-7300

Elkhorn Campus
E. Centralia St. & Hwy. H
Elkhorn WI 53121
Phone (414) 723-5390

WGTD-FM/91
3520 30th Avenue
P.O. Box 1486
Kenosha WI 53141
Phone (414) 552-9483

Dr. John R. Birkholz
District Director - President

APPENDIX L

STIPULATION OF AGREEMENT

Side Bar - With regard to the current G.T.E.A. Unit and any separate unit which may be created as a result of the election stipulated in August, 1984:

1) The parties agree that all employees working 50% or more in bargaining unit positions are members of the bargaining unit;

2) The administration agrees that, consistent with administrative feasibility, the District will not structure positions so as to avoid membership in the bargaining unit;

3) The members of the bargaining unit who supervise work by others will not refuse to perform such supervision by virtue of their membership in the bargaining unit.

FOR THE DISTRICT

Mark L. Olson

8-16-84
Date

FOR THE G.T.E.A.

M. Wahid H. Qureshi

8-16-1984
Date

Ck - M10
11/20/85 OK RA 11/20/85

APPENDIX M

EMPLOYEE TYPES - STUDENT SERVICES

1. Advanced Standing Specialist(s)
2. Career Planning Specialist(s)
3. Financial Aid Assistant(s) I
4. Financial Aid Assistant(s) II
5. Learning Skill Specialist(s)
6. Minority Recruiter(s)
7. Student Activities Manager
8. Admissions Advisor(s)
9. Career Specialist(s)
10. Test Specialist(s)
11. Student Records Specialist(s)

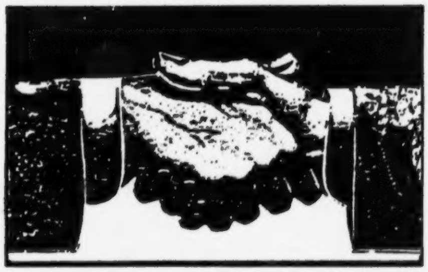
Parties agree that should new positions be added to Student Services, applicability to placement on this list is subject to discussion/agreement.

1986-1987
AGREEMENT

Lakeshore Vocational,
Technical and Adult Education
District Board and
Lakeshore Education Association

**Lakeshore
Technical
Institute**

"the most Important Choice you'll ever make..."



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1.0 PREAMBLE

1.1 THIS AGREEMENT is made and entered into by and between the Lakeshore Board of Vocational, Technical and Adult Education District, hereinafter referred to as "Board" and the Lakeshore Education Association, hereinafter referred to as "Association," whereby the Board and the Association agree as follows:

2.0 PURPOSE

2.1 The parties recognize that it is the responsibility of the Board to administer the Schools within the District in accordance with Chapter 38 of the Wisconsin Statutes, and in conformance with the Constitutions and other laws of the state of Wisconsin and of the United States of America.

The parties have agreed to undertake this contract to assist the Board in fulfilling its obligations under the foregoing laws and further to effectuate the provisions of Section 111.70 of the Wisconsin Statutes so as to encourage an effective and harmonious relationship between the Board and its full-time and regular part-time professional employees as represented by the Association.

3.0 RECOGNITION AND COMPOSITION OF BARGAINING UNIT

3.1 The Lakeshore Vocational, Technical and Adult Education District recognizes the Lakeshore Education Association as the official bargaining representative on wages, hours, and conditions of employment for all full-time and regular part-time professional employees.

3.1.1 Full-time professional employees are those employed 35 hours per week as teachers, guidance counselors, and department heads.

3.1.2 Regular part-time professional employees are those employed a minimum of 18 hours per week and engaged for at least nine consecutive weeks per year as teachers, guidance counselors, and department heads.

Staff members employed less than 18 weeks will not be eligible for the following fringe benefits due to restriction of the benefit carriers:

1. Health/Dental Insurance
2. Group Life Insurance
3. Long-Term Disability
4. Wisconsin Retirement

3.1.3 Regular part-time professional teachers excluded are (1) driver education and (2) those teaching nonaidable courses.

3.2 Nondegree teachers shall advance to the Bachelor's and Master's schedule in accordance with "Requirements for Certification" provided they are teaching in the area in which they obtained verifiable apprenticeship.

3.3 All teachers who are under state certification shall meet the requirements for certification.

3.4 All teachers who do not meet state certification cannot advance vertically or horizontally on the salary schedule until requirements are met.

Provisions which result in the loss of certification shall subject a teacher to dismissal. However, where state standards for certification are modified or newly adopted, the employee shall be given a reasonable period of time to become compliant.

3.5 All bargaining unit vacancies which occasionally occur within the District shall be posted in conspicuous locations at the various work sites and divisions.

Vacancy notices shall be sent to the Association president at the time the vacancies become known.

3.6 Fair Share Agreement

The Association will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally. Therefore, all employees will be required to pay their fair share of the costs of representation by the Association.

The Board will provide the Association with a list of all full-time and regular part-time professional employees, as defined in the recognition clauses of this contract (3.1.1 and 3.1.2), within ten (10) working days following the first day of the school year. The Association treasurer will certify to the Board all employees in the bargaining unit.

The Board agrees that, within thirty (30) days after the opening of school, it will deduct from the monthly earnings of all employees in the bargaining unit an amount of money equivalent to the cost of representation certified by the Association as the current dues uniformly required of all members and pay the deducted amount on or before the end of the month in which the deduction is made.

The Association and the Wisconsin Education Association Council do hereby indemnify and shall save the Board of Education harmless against any and all claims, demands, suits, or other forms of liability including court costs that shall arise out of or by reason of action taken or not taken by the Board, which Board action or nonaction is in compliance with this Agreement, and in reliance of any lists or certificates which have been furnished to the Board pursuant to this Article, provided that any such claims, demands, suits or other forms of liability shall be under the exclusive control of the Wisconsin Education Association Council and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this Article through representatives of its own choosing and at its own expense.

The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as the cost of representation and to receive where appropriate a rebate of monies determined to have been improperly collected by the Association.

4.0 PAY VARIATIONS FOR VARIOUS OR UNUSUAL CONDITIONS

4.1 All teaching and work assignments shall be made as equitably as possible among the teaching staff so that workloads will be as nearly equal as is consistent with enrollment needs in conformity with State Board standards for payment of state and federal aids. This shall be interpreted to mean that no teacher shall carry workloads in variance with the normal average workload of the staff in his/her area of teaching. Any assignment to the contrary shall be a subject for grievance within the meaning of this contract.

5.0 WORK SCHEDULE

5.1 Work Week. The work week is defined as thirty-five (35) hours per week (Monday-Friday) at the assigned work station.

5.2 Schedule of Staff Hours

5.2.1 Staff hours shall be scheduled within eight (8) consecutive hours excluding lunch. There shall be a minimum one-half (1/2) hour lunch period daily. A maximum of five (5) office hours shall be required provided it does not exceed the total of thirty-five (35) hours per week.

Lunch period shall be scheduled on at least three (3) days a week during the fourth, fifth, or sixth hour.

5.2.2 Scheduling beyond the eight (8) consecutive hours can be assigned at the rate of one (1) class per semester. When two (2) or more teachers desire, or do not desire, to teach the same course, they shall be assigned on a rotating basis.

5.2.3 Evening school assignment not given to the instructor prior to thirty (30) days before the start of the class will be only on the nights the instructor specifies as being available.

5.2.4 When the supervisor and the instructor cannot agree on staff hours, each will submit a report to the Teacher Utilization Advisory Committee provided for in 8.0. Action will be in accordance with approved procedure.

5.2.5 Special assignments to complete a workload may be made with the approval of the Administrator of Educational Programs where such assignment will improve, promote, or enhance the total program or help meet institutional objectives. Instructors shall be consulted for their input at the time of scheduling for special assignments.

5.2.6 Assignments prior to 7:30 a.m. and after 5:30 p.m. are restricted to associate degree, vocational diploma, trade extension, and job preparatory classes.

5.2.7 Assignment prior to 7:30 a.m. or after 5:30 p.m. allows for open campus privileges.

5.2.8 When on-campus teaching assignments begin earlier than 12:30 p.m. and resume after 5:30 p.m., the instructor shall be entitled to round-trip mileage (if such trip is made) provided such trip is in excess of five (5) round trips to the school per week.

5.2.9 No instructor will be required to teach evenings as part of the regular load if call staff is used more than six (6) hours per week in his/her specialty unless agreed to by the instructor.

5.2.10 Workload assignments during the evening hours when a person is out sick, when such days preceed holidays, when such days are on records days or lap over a leave of absence shall be handled as follows:

1. Sick days are extended into evening hours if the assignment is part of load. If classes are made up, payment will be at 1/1330.
2. Classes falling before or after holidays, closures, or on records days will be held. If a class falls on a records day, the "open campus" teacher need not report to campus on that records day.

5.3 Open Campus. Defined as the meeting of all classroom responsibilities, the scheduling of a maximum of five (5) office hours per week, on no fewer than three (3) days. The attendance at all called school meetings (institutional, divisional, departmental, advisory), and the attendance on campus on all noninstructional days with other times on campus being at the discretion of the instructor.

5.4 Records days are established for the purpose of closing out one grading period and preparing for the next. The only meetings that may be held are departmental meetings. Departmental meetings may only be held with the agreement of all instructors within the department.

6.0 WORKLOAD

6.1 General Definitions.

6.1.1 Class: A class is a scheduled meeting between the instructor and the students which is devoted to instruction, supervision, or direction of students or student activities regardless of the number of periods involved.

6.1.2 Class Hour: A period of fifty (50) minutes devoted to instruction, supervision, or direction of students or student activities.

6.1.3 Contact Hour: A contact hour is a scheduled meeting between the instructor and the students for a period of fifty (50) minutes devoted to instruction, supervision, or direction of students or student activities.

6.1.4 Clock Hour: Sixty (60) minutes.

6.1.5 Teaching Load: A teaching load is 90-105 percent assignment in accordance with percentages assigned to instructional definition.

6.1.6 Stacked Classes: More than one (1) course of similar content offered at the same time in the course area and under the jurisdiction of the same instructor and can occur only in the individualized learning labs or with a combination of 100 and 300 courses of similar content.

6.1.7 Overload: Contact hour percentage that totals in excess of 105 percent.

6.1.8 Underload: Contact hour percentage that totals less than 90 percent.

6.2 Instructional Definitions.

6.2.1 General Instruction: The class is usually one (1) class hour in length consisting of informative presentations to groups for the purpose of instruction. The content of the presentation requires considerable preclass preparation on the part of the instructor for the organization of course materials and the presentation of subject matter. There is no designed student feedback. Evaluation of student activities is done beyond class time.

The class is usually one (1) class hour in length consisting of informative presentations and group student learning activities. The content of the presentation requires considerable preclass preparation on the part of the instructor for the organization of course materials and the presentation of subject matter. Activities, other than lecture, would be discussion, discussion groups, small student work groups, and student project method of instruction. Evaluation of student activities is done beyond class time.

A structured class in a block of time usually two (2) or more class hours in length. Presentations and demonstrations are given within the class period. Emphasis of the class is upon the development of skills, reinforcement of skills, or exercises that prove theories. The class content requires preclass preparation on the part of the instructor. Most of the evaluation is done in class.

6.2.2 Special Laboratory: Formal presentations or demonstrations are not usually a part of the class, and emphasis is on development and reinforcement of student skills. The instructor assigns activities to the individual student and advises and assists the students in their skill development. Most evaluation is done by the instructor in class time. Similar skill classes are usually "stacked" within the laboratory. Courses are usually open entry, open exit.

6.2.3 Special Programs: Programs supported by "soft money" and GOAL.

Counselors are those persons who are designated as counselors by the District Director, by virtue of their responsibilities for counseling students on vocational, career, academic and personal concerns.

6.2.4 Special Assignment: Nonteaching activities which are assigned as part of the instructor's workload. These assignments are for the improvement, promotion, and enhancement of the total educational program.

6.2.5 Inplant Training: Courses specifically designed to meet the needs of instruction "off-campus" and "in-plant."

6.2.6 Special: Farm Training and Agri-Development.

6.3 Instruction

General duties of instruction that may vary the instructor contact hours. All duties necessary to present instruction, prepare for instruction, and maintain laboratories.

It is recognized that the many required duties, listed below, are part of the general formula; but extra conditions within these duties may cause changes.

6.3.1 Number of students
6.3.2 Instructional supply procurement
6.3.3 Volume of paper work
6.3.4 Teaching assistants and work-study students when assigned
6.3.5 Travel Time
6.3.6 Articulation and recruitment
6.3.7 Special committee work
6.3.8 Number of contact hours
6.3.9 Number of courses taught
6.3.10 Assignment times in the hospital (selection of patients)
6.3.11 Advisory time
6.3.12 First time class taught
6.3.13 Number of preparations
6.3.14 Special students
6.3.15 NTO Seminars
6.3.16 Career Conference Days
6.3.17 Skills Fair
6.3.18 Telecourse Coordination
6.3.19 Health Screening

6.4 Contact Hour Assignment

Instructor contact hours are assigned in accordance with instructional definitions within the range for a full teaching load and are based upon a class term.

6.5 Workloads

6.5.1 Instructional Loads - General

6.5.1.1 General Instruction - 5 percent per contact hour - a scheduled hour between the student and teacher.

6.5.1.2 Special Laboratory - 4 percent per contact hour - a scheduled hour in an individualized laboratory. Courses are usually open entry/exit. T.A. assistance is usually provided (i.e. Electronic Servicing Lab, Custodial Maintenance, D.P. Open Lab - Child Care Field Exp.)

6.5.1.3 Inplant Training - 7 percent per contact hour - courses specifically designed to meet the specific needs of a company.

6.5.1.4 Special Programs

- GOAL	3.3 percent per contact hour
- "Soft Money" Projects	3.3 percent per contact hour
- Counselors	3.1 percent or 32 1/2 hours

6.5.1.5 Special Assignment - 2.9 percent per contact hour - noninstructional contact activity - "pool projects."

6.5.1.6 Special - Farm Training - 70-90 farm units - 80 average
- Agri-Development - 60 farm units

6.5.1.7 Class Size: Laboratory, shop, and clinical courses will be determined by student stations and the assignment of teaching aides.

In a normal general instruction type course (except for courses formerly classified as lecture or courses with little student/teacher interaction) the goal for class scheduling should be a 25 student-per-class average. A maximum class size is 30 students (except open labs and seminars). For every student over 30, payment shall be the number over 30 times the number of class periods times $.35.

This overload is in addition to any payments made for contact hours exceeding 105 percent.

Class sizes will be figured at the fourth week of each semester.

6.5.2 Instructional Loads - Special

6.5.3 By the end of the fifth week of each semester, all faculty members will be given a schedule of their workloads and workload percentages for that semester. Workloads will be figured as of the fourth week of each semester.

6.6 Overload/Underload Stipulations

6.6.1 Overload: Where unavoidable overload teaching assignments occur, every effort will be made to adjust subsequent assignments to a yearly average of 100 percent. When the yearly average exceeds 105 percent, payment shall be made on a pro rata basis based on the workload formula. No semester load may be in excess of 125 percent.

6.6.2 Underload: Where unavoidable underload teaching assignments occur, every effort will be made to adjust subsequent assignments to a yearly average of 100 percent. With contact hour percentage total less than 90 percent, the underloads may be adjusted through special assignment.

6.6.3 Overload payments shall be calculated as follows:

$$\frac{\text{38-week contract salary}}{\text{105 percent}} \times \text{\% of overload}$$

The instructor may choose one of the following methods of receiving overload payments:

1. $$\frac{\text{Overload payment}}{\text{Number of pay periods remaining}}$$

2. Lump sum payment with last check

3. Lump sum payment after last check

6.7 Course Classification Procedures

6.7.1 Course classification is an administrative responsibility. Disagreement may be submitted to the Teacher Utilization Advisory Committee for recommending a solution. The course book will provide the basic information for classification.

6.7.2 The initial classification of a course will be based upon recommendations of the instructor and the supervisor. A course may be divided into more than one (1) category. The instructor's recommendations are to be submitted through the supervisor to the Administrator of Educational Programs.

6.7.3 All requests for reclassification of a course must be made to the Administrator of Educational Programs through the appropriate division supervisor.

7.0 WORKLOAD PERCENTAGE CHART

	6.5.1.1	6.5.1.2	6.5.1.3	6.5.1.4	6.5.1.5
Hours Per Week:	1	2	3	4	5
1.	5.0	4.0	7.0	3.3	2.9
2.	10.0	8.0	14.0	6.6	5.7
3.	15.0	12.0	21.0	9.9	8.6
4.	20.0	16.0	28.0	13.3	11.4
5.	25.0	20.0	35.0	16.6	14.3
6.	30.0	24.0	42.0	19.9	17.1
7.	35.0	28.0	49.0	23.3	20.0
8.	40.0	32.0	56.0	26.6	22.9
9.	45.0	36.0	63.0	29.9	25.7
10.	50.0	40.0	70.0	33.3	28.6
11.	55.0	44.0	77.0	36.6	31.4
12.	60.0	48.0	84.0	39.9	34.3
13.	65.0	52.0	91.0	43.3	37.1
14.	70.0	56.0	98.0	46.6	40.0
15.	75.0	60.0	105.0	49.9	42.9
16.	80.0	64.0	112.0	53.3	45.7
17.	85.0	68.0	119.0	56.6	48.6
18.	90.0	72.0		59.9	51.4
19.	95.0	76.0		63.3	54.3
20.	100.0	80.0		66.6	57.1
21.	105.0	84.0		69.9	60.0
22.	110.0	88.0		73.3	62.9
23.	115.0	92.0		76.6	65.7
24.	120.0	96.0		79.9	68.6
25.	125.0	100.0		83.3	71.4
26.		104.0		86.6	74.3
27.		108.0		89.9	77.1
28.		112.0		93.3	80.0
29.		116.0		96.6	82.9
30.		120.0		99.9	85.7
31.		124.0		103.3	88.6
32.				106.6	91.4
33.				109.9	94.3
34.				113.3	97.1
35.				116.6	100.0

8.0 TEACHER UTILIZATION ADVISORY COMMITTEE

8.1 The Teacher Utilization Advisory Committee, organized to evaluate staff loads, shall consist of six (6) members, three (3) members appointed by the Board and three (3) members appointed by the LEA. No member of this committee can be directly involved in a dispute under consideration by the committee and will be replaced by a temporary appointment. (Changing positions, etc., would allow reappointment by either side.) The decision is a recommendation to the Administrator of Educational Programs for his decision.

If the Administrator's decision is unacceptable to the teacher, the matter may be referred to the District Director for his decision. If this decision is unacceptable to the teacher, the matter can be referred to the Board for its decision.

The decision of the Administrator or Director shall be communicated to the teacher within ten (10) days of receipt of the recommendation.

8.2 Class load shall be reasonable in terms of the facilities.

9.0 TEACHER CONTRACTS

9.1 The negotiated agreement shall be distributed to members of the collective bargaining unit within thirty (30) working days after signing. Copies of the Professional Policies Manual shall be sent to each office complex, the LEA president and the library. Any additions, deletions, or changes made in the Board Policy Manual will be presented in written form to the LEA president.

9.2 The calendar for a 38-week contract shall consist of 190 contract days beginning August 27, 1986, and ending June 5, 1987. It will include the following days:

a. 174 teaching days

b. 4 holidays (Labor Day, Thanksgiving Day, Good Friday, and Memorial Day)

c. 4 in-service days

d. 5 record-keeping days

    1. One day at the beginning of the school year
    2. One day at the end of first quarter
    3. Two days at the end of the semester
    4. One day at the end of third quarter

e. 2 convention days (WEAC)

f. 1 Skills Fair Day

9.3 The normal school calendar may, with the instructor's consent, be varied to accommodate the needs of certain programs or services.

10.0 DISCHARGE, DISCIPLINE, LAYOFF, PROBATION, ETC.

10.1 Any discharge, demotion, refusal of contract renewal, or other involuntary change in the employment status of a teacher under contract shall be for just cause; and a notice of such action, with reason for such action, shall be in writing with a copy given to the LEA. No member of the bargaining unit shall be discharged, refused a contract, or suffer a loss in pay or benefits during the life of this contract without just cause.

10.2 Student evaluations will not be used for disciplinary purposes but only for improvement of instruction.

10.3 Probation. New teachers will be considered on probation for their first year of teaching with the District. New teachers who have completed one (1) year of teaching with the District and who do not meet the required standards of teaching competency (satisfactory performance as a teacher in the judgement of administration and supervisory personnel) may be placed on probation for a period of one (1) additional year. The salary increment may be withheld from any staff member held on probation for a second year. This will only occur after supervisory assistance and recommended changes have been offered.

A teacher being considered for recommendation for a probationary contract will be so notified by May 31st of each school year.

Teachers on probation shall have no rights of renewal except those which may be guaranteed to them by statute.

10.4 A. No material except routine items (medical forms, teaching certificates, request for leave, etc.) shall be placed in the teacher's official file without the teacher's signature, except in cases, the material may be filed with the understanding that the teacher may, if he/she desires, attach a letter of rebuttal to such material.

B. The teacher shall have the right to answer any material filed and his/her answer shall be reviewed by his/her supervisor and attached to the file copy.

C. Upon request by the teacher, he/she shall be given access to and have the right to review all materials in his/her file that have accrued during his/her course of employment in the District but excluding confidential papers included in college or university credentials or letters of recommendation given to the District. However, a list of what such excluded materials are shall be provided for review by the teacher.

D. Upon receipt of a written request, the teacher shall be furnished a reproduction of any material in his/her file, except as to those items excluded at "C" above.

E. An evaluation or observation report of any teacher must be discussed by the teacher and the administrator before the report is included in the teacher's personal file. The teacher shall sign the evaluation report. If he or she refuses to sign, this fact shall be noted on the report before it is placed in the teacher's personal file. A copy of each observation and evaluation report will be provided each teacher prior to placing a copy in the teacher's file.

10.5 Layoff

A. Staff Reduction

In the event the Board determines to reduce the number of employee positions or reduce the number of hours in any position (for the forthcoming year), the provisions set forth in this Article shall apply.

B. Notices

Prior to implementing any layoff(s), the Board shall notify the Association in writing of the position(s) which it intends to reduce.

The Board shall give final notice of layoff for the forthcoming school year on or before June 1. The Board shall simultaneously provide the Association with copies of all layoff notices sent under this section.

C. Selection

In the implementation of staff reductions, individual teachers shall be selected for layoff in accordance with the following steps:

1. Attrition - Normal attrition resulting from retiring or resigning will be relied upon to the extent it is administratively feasible in implementing layoff.
2. Whenever two or more employees in the same program are certified and qualified with respect to the required work, the employee having the most bargaining unit seniority will be selected for retention.

D. Seniority

For purposes of this Article, Seniority shall be defined as follows:

1. Seniority begins with the first day of employment under his/her individual contract. Employees with the same employment date shall determine seniority by the date the individual contract was accepted. Employees with the same employment date based on contract acceptance shall determine seniority by lot.

2. Seniority accrues in areas of certification provided the staff member is considered to be qualified.

3. Seniority accrues from date of employment determined in (1) above for each area of certification.

   Seniority does not accrue for nonbargaining unit work. Seniority shall cease upon:

   (1) Voluntary resignation
   (2) Layoff greater than recall period
   (3) Discharge
   (4) Leaving the Bargaining Unit
   (5) Nonrenewal

   Seniority shall accrue to part-time employees on a pro-rata basis based on the percentage of full-time contract worked.

   Seniority accrues in areas taught. An employee transferring (vol) from one division/program/department to another maintains seniority in the previous area but does not transfer seniority to the new area.

   An employee transferred (invol) from one division/program/department to another carries all previously accrued seniority and continues to earn seniority in the previous area.

   Example:

ADN	(VOL)	LPN	ADN	(INVOL)	LPN
1			1		
2			2		
3			3		
		1			1
		2			2
3		2	5		5

4. No later than December 1 of any school year, the Board and the Association shall develop a mutually-agreeable seniority list, which shall rank all employees, including both active employees and employees on full or partial layoff, according to their length of service in the district, as determined above. Such list shall also state the teaching assignments, if any, presently held by such employees, and the areas in which such employees are licensed.

E. Bumping

Notwithstanding provision 10.7.D.3 above, non-LEA staff members returning to the bargaining unit will retain any prior seniority in the bargaining unit. Bumping rights to move into the bargaining unit do not exist.

Any employee who is selected for reduction may elect in writing, within ten (10) days of receipt of a layoff notice, to assume the assignment which will allow the employee to retain a position substantially equivalent in hours and compensation to the position the employee held prior to receiving notice of layoff, of the employee with the shortest length of service in the District who holds an assignment for which the former employee is certified and qualified. Any employee who is replaced pursuant to this step may similarly elect to replace another employee in the District as provided in this step. The Board shall notify employees, in writing, of their selection through bumping, within five (5) school days after it has occurred. The Board shall simultaneously provide the Association with copies of any notice which it is required to provide employees under this step.

F. Partial Layoff

Any employee who is selected for a reduction in hours (partial layoff) and who is not able to exercise bumping rights may choose to be fully laid off, if the employment is 50% or less.

G. Recall

If the District has a vacant position available for which a laid off employee is certified and qualified according to the District's records, the employee shall be notified of such position and offered employment in that position, commencing as of the date specified in such notice. Under this section, employees on layoff will be contacted and recalled for a position in reverse order of their layoff. In the event two (2) or more employees who are so qualified were laid off on the same date, the Board shall select the employee who has the longest service in the District as determined under Section C above.

Recall rights under this section shall extend to employees on partial layoff.

Within fourteen (14) days after the employer notifies the employee by certified mail pursuant to this section, he or she must advise the District in writing that he or she accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to this section shall be mailed by certified mail, return receipt requested, to the last known address of the employee in question as shown on the District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current whereabouts. The Board shall simultaneously provide the Association with copies of any recall notices which are sent to employees on layoff status pursuant to this section.

Any and all recall rights granted to an employee on layoff pursuant to this Article shall terminate upon such employee's failure to accept within fourteen (14) days an offer of recall, as provided in this section, to a position substantially equivalent in hours and compensation to that from which the employee was laid off.

A full-time employee on layoff status may refuse recall offers of part-time, substitute or other temporary employment without loss of rights to the next available full-time position for which the employee is certified and qualified. Full-time employees on layoff status shall not lose rights to a full-time position by virtue of accepting part-time or substitute appointments with the District.

No new or substitute appointments may be made by the District while there are employees who have been laid off or reduced in hours who are available certified and qualified to fill the vacancies unless such employee has refused (above) the offer of recall.

Recall rights shall continue for two (2) years from date of layoff. For members who are employed in their field of teaching during a third (3) year of layoff, recall rights would be extended for three (3) years.

H. Benefits During Layoff

Employees who are laid off shall remain eligible for inclusion in all of the District's group insurance programs excluding dental coverage under the same terms and conditions as are applicable to all regular members of the bargaining unit, for sixty (60) days or until June 30, whichever is less.

No employee on full or partial layoff shall be precluded from securing other employment while on layoff status.

Subject to the provisions of Section B, above, employees on full layoff will be eligible for inclusion in all of the District's group insurance programs (excluding dental insurance), to the extent such policies allow their eligibility, provided the laid off employee reimburses the District for the full premium for such coverage. Such eligibility shall continue while the employee is on layoff status.

Employees on full layoff shall retain the same amount of seniority, based upon length of service in the District as set forth in Section C, above, and the same amount of sick leave as he or she has accrued as of the date he or she was laid off. If a laid off employee is recalled, such employee shall again begin to accrue full seniority and sick leave. Employees shall retain all seniority and sick leave at the level(s) held at the time of implementation of the layoff.

Salary placement. Employees recalled from full-time layoff shall be placed at the next step on the salary schedule higher than the one from which they were laid off (i.e., employee on Step 7 upon layoff recalled to Step 8).

Partially laid off employees, who were laid off from full-time employment, shall have all the rights and privileges of full-time bargaining unit members under this Agreement, with the exception of salary (which shall be prorated), shall accrue full seniority while on partial layoffs, as set forth in Section C, above, and shall accrue full sick leave.

10.6 Layoff For Lack of Funding

If a program is discontinued due to lack of federal/state funding, teachers in the program or project may be laid off. The staff to be laid off shall be notified a minimum of sixty (60) days prior to the effective date of layoff.

This clause shall apply only to teachers participating in the folflowing programs:

1. GOAL
2. JTPA
3. Vocational Education Amendments
4. Adult Basic Education
5. Prevocational
6. Custodial-Maintenance

Order of layoff and recall among teachers in the program will be in accordance with Section 10.7.

The procedure for layoff is in lieu of the statutory nonrenewal procedure of Wisconsin Statutes 118.22.

Teachers covered by this clause will be offered contracts in the spring of the year subject to this layoff provision. Individual contracts offered these teachers will include the full text of this Section 10.6.

If requested by the teacher, a hearing may be held before the District Board. Both parties, the District Board and the teacher, shall be entitled to counsel at their own expense. At the request of either party and at the party's expense, a court reporter may be present to take down all proceedings.

The actions and decisions of the District Board at the hearing shall be final unless repealed by the District Board.

10.7 For the duration of this contract there will be no subcontracting of bargaining unit work, when unit members are available to teach, which would result in the layoff of a unit staff member. (Member must be certified and qualified)

11.0 PAY PROVISIONS

11.1 Salaries. Salaries for the school year covered by the Agreement shall be in accordance with the salary schedule attached to this contract as Exhibit "A". Salary Schedule Exhibit "A" shall be effective July 1, 1986, and as subsequently adjusted.

11.2 Rate of Pay for Work Beyond 38 Weeks. Teachers employed on an extended basis beyond thirty-eight weeks shall be paid prorata compensation based on their thirty-eight week contract.

Teachers employed on an extended basis beyond thirty-eight (38) weeks shall receive the following paid holidays.

38 weeks employment - 4 holidays (Labor Day, Thanksgiving, Good Friday, Memorial Day)
40 " " - 4 holidays (Labor Day, Thanksgiving, Good Friday, Memorial Day)
42 " " - 5 holidays (Labor Day, Thanksgiving, Good Friday, July 4th) Memorial Day)
44 " " - 7 holidays (Labor Day, Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day, July 4th)
46 " " - 7 holidays (Labor Day, Thanksgiving, Christmas Day, New Year's Day, Good Friday, Memorial Day, July 4th)
48 " " - 9 holidays (Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Good Friday, Memorial Day, July 4th)

11.3 Reimbursement for Graduate Credit. Staff members shall be reimbursed at the rate of $30.00 per credit or actual credit cost, whichever is less, for all graduate credit. Staff members on lane "K" of the salary schedule will receive a $75.00 per graduate credit or actual cost, whichever is less.

11.4 Undergraduate Credit. Staff members shall be reimbursed at the rate of $30.00 per credit or actual credit cost, whichever is less, for all undergraduate courses in the subject matter field that they are teaching, provided such courses are approved in advance, in writing, by the Director.

11.5 Reimbursement for Nondegree Teachers. Nondegree teachers shall be reimbursed at the rate of $30.00 per credit or actual credit cost, whichever is less, for all undergraduate courses in "education" provided all such courses are approved in advance, in writing, by the Director, and provided they are required for Certification purposes by the Wisconsin Board of Vocational, Technical, and Adult Education.

11.6 Mileage. In accordance with the uniform school policy, reimbursement of twenty-one (21) cents per mile shall be paid teachers when traveling on school business.

11.7 Reimbursement for Seminars. Reimbursement of expenses for attendance at Board-required or Board-approved seminars, workshops, or meetings shall include registration costs, mileage at the rate specified in item 11.6 of this contract, and lodging and meal allowances as per Board Policy DLC-R.

11.8 A teacher who is required to, and makes, more than one (1) round trip per day from his/her home or work station to the Cleveland campus as part of the teacher's assigned workload will be given compensation for mileage at the rate specified in 11.6 of this contract.

Mileage will be calculated on the basis of the difference between actual mileage traveled and round-trip mileage between the teacher's residence and the Cleveland campus.

11.9 AVA Convention. Provided funds are available, at least one (1) full-time teacher from the Lakeshore Education Association will be sent to the AVA Convention each year with all reasonable expenses paid, as approved by the Board. The Association shall submit three (3) names to the Director for selection. Names submitted shall have been members of AVA, WVA, and LVA for the previous two (2) years.

Any other faculty member who holds membership in the WVA and AVA may attend the national AVA Convention without loss of pay and without reimbursement.

There shall be no added cost to the Board, and faculty members shall make arrangements so there will be no interruption of classes.

11.10 Association President. The Association President will be permitted up to two (2) hours per week during the normal workday for Association business provided it does not interfere with his class-time hours.

11.11 WVA Per Diem. In the interest of maintaining professional standards, the Board will reimburse any staff member who is a member of the WVA and who attends the state convention of the WVA the sum of $15.00 per diem toward the cost of participation in the convention.

11.12 Association Days. The Association president or his/her designee shall be entitled to a maximum of three (3) days per academic year for Association business without loss of pay or benefits. The Association agrees to notify the Board at least twenty-four (24) hours in advance of any such leave, indicating the name of the person being released and the date of the leave.

The individual for whom the leave is requested will supply his/her supervisor with a written explanation of how all school related duties will be fulfilled during the absence. The explanation is to accompany the request for the leave.

The manner in which the duties of the individual on leave will be covered shall be with qualified personnel and approved by the Administration.

11.13 The LEA Executive Committee shall be allowed two (2) hours per month during regularly scheduled work hours for the purpose of conducting association business. The time for meetings will not interfere with scheduled classes or other scheduled activities.

12.0 PAYROLL DEDUCTIONS

12.1 Faculty members may, by executing the proper form as provided by the Board, have automatic payroll deductions for any of the following purposes:

12.1.1 The United Teaching Profession Dues, the Association, its state affiliation, and national affiliation.

12.1.2 WVA dues and AVA dues

12.1.3 The United Fund

12.1.4 Credit Union

12.1.5 Association annuity or mutual fund programs.

12.1.6 Such others as shall be mutually agreed upon by the Association and the Board.

13.0 ADVANCE CREDITS AND OCCUPATIONAL EXPERIENCE

13.1 Credits to Satisfy Schedule. Credits to satisfy the schedule beyond the Bachelor's and Master's Degree must be graduate credit.

13.1.1 Undergraduate credit for salary schedule advancement beyond the Bachelor's and Master's Degree schedule may be used if approved in advance, in writing, by the Director or his designee.

13.1.2 For every ten (10) earned college credits after employment with the District, a nondegree teacher shall move one (1) horizontal step, to a maximum of B.S. +30. Work experience credits shall allow horizontal movement every five (5) credits to a maximum of B.S. +30. Earned college credits and work experience credits must be figured separately and then totaled for horizontal movement.

13.1.3 Steps beyond the M.S. step can only be attained after earning a Master's Degree or a Master's Degree equivalent.

13.2 Salary Schedule to be Provided Association. Salary levels of all teachers in the bargaining unit shall be submitted to the Executive Board of the Association by the first day of the school year.

13.3 Credit for Work Experience. Work experience in the field of teaching, for the purposes of initial placement on the salary schedule, shall be credited at the rate of one (1) step for each year of work experience, as approved by the Director.

13.4 Occupational work experience in the field of certification or other area, approved in advance by the Director or his designee, gained after July 1, 1973, will receive the following credit: Every eighty (80) hours of occupational work experience, with a maximum of forty (40) hours earned per week will receive one (1) credit. Under this section, a maximum of six (6) credits may be allocated every twenty-four (24) months.

13.5 Work experience under the internship program shall be accredited on the salary schedule according to State Board standards. Example: per standard hour, two (2) for one (1) -- eight (8) weeks are equal to four (4) months' work experience.

13.6 No teacher shall be moved back on the salary schedule either vertically or horizontally unless such movement is precipitated by a transfer requested by the teacher from a position that had previously been rated higher horizontally or vertically on the salary schedule at the time of employment because of credit for occupational work experience in a related field.

13.7 Credit shall be allocated for certain other activities attended, if they are in the field of certification, as follows: For every forty (40) hours attendance at trade schools, seminars, workshops, short courses, and conferences not attended during school time or at school expense, one (1) credit shall be allocated. Under this section, a maximum of three (3) credits may be allocated in any twelve (12) month period.

13.8 Any teacher paid above the salary level agreed to in this contract will be paid this bonus under the following restrictions:

> The dollar payment above the salary schedule shall be paid to each teacher in Lakeshore VTAE District who is qualified to teach and certifiable under the most recent State Certification Code in the suject area for each year this bonus increment is paid.

14.0 EXTRA DUTY CONDITIONS

14.1 Extracurricular Salaries. Salaries for supervising extracurricular activities and/or student organizations officially recognized by the school administration shall be $400.00 per year per advisor. Multiple advisors allowed in DECA (4) and WOEA (2). No advisor may earn in excess of $550.00

15.0 PAY FOR SUBSTITUTING

15.1 Full time teachers who substitute, teach evenings, or summer school beyond their assigned workload shall be paid at 1/1330 their contract salary per class hour for associate degree, vocational diploma, and extension training courses.

15.2 Bargaining unit employees (part-time) who are asked to attend meetings or who are required to attend in-service and/or orientation sessions shall be compensated at an hourly rate equal to 58% of 1/1330 of the individual's salary with a minimum of two (2) hours pay.

16.0 INSURANCE

16.1 The District shall provide the following fringe benefits and shall pay the full premium for the plan selected by the employee (single, family or option) on behalf of eligible (bargaining unit) employees and his/her eligible covered dependents:

1. HEALTH. Wisconsin Education Association Insurance Trust Plan #690-731
2. DENTAL. WEAIT Plan #703 H-731
3. LTD. WEAIT Plan # 683 A-731 covering each eligible employee's contracted salary, longevity, and co-curricular compensation.

16.2 Coverage will commence on the employee's first day of active duty. Coverage shall continue through August 31 for any employee who completes the term of his or her individual contract.

If an employee resigns or is terminated during the term of his or her individual contract, District coverage shall cease at the end of the month the resignation or termination becomes effective.

16.3 In the event an employee's injury or illness occurs during the term of the employee's individual contract, the District coverage for benefits enumerated in Section 16.1 shall continue through August 31.

16.4 Employees on an unpaid leave of absence (excluding disability) shall be eligible for health and life group insurance coverage only. Employees shall make payments to the District for group health and/or life coverage on the 15th day of the month preceding the month of coverage. However, the District shall provide paid coverage for the months of June, July, and August.

16.5 The District shall give written notification to all employees of his or her right to conversion and/or extension of health and/or life insurance benefits within five (5) days after the employee ceases to be employed.

16.6 Certificates and amendments enumerated above, as amended from time to time by the carrier, and the usual, reasonable and customary benefit levels and administrative standards are incorporated herein by reference.

16.7 Miscellaneous Provisions

1. Upon request, the employer agrees to facilitate an employee's participation in the WETSAT Tax Sheltered Annuity program by making authorized salary reductions and forwarding them to the carrier on a monthly basis.

   (Alternative: "... in Tax Sheltered Annuity Programs ...to the Carriers on a monthly basis.")

2. Upon written application, the employer agrees to facilitate an employee's participation in the WEA Insurance Trust Voluntary Income Protection Plan(s), etc., by making authorized salary deductions and forwarding them to the carrier on a monthly basis.

3. Upon written application, the employer agrees to facilitate an employee's participation in the WEAIT Optional Life Insurance benefit(s) by making authorized salary deductions and forwarding them to the carrier on a monthly basis.

4. The employer agrees to supply new hires with information packets describing benefits available on a salary reduction/deduction basis upon employment.

5. All other insurance benefits provided by the employer to employees shall be maintained at the 1985-86 levels. The carrier shall not increase or decrease benefits without approval of employer and LEA.

17.0 SICK LEAVE

17.1 Persons covered under this contract shall accumulate sick leave at the rate of ten (10) days per contract year without loss of compensation.

The individual leave shall accumulate to 110 days.

Individuals using personal leave may be required to present medical certification of disability after being absent ten (10) consecutive workdays.

17.2 A full year's sick leave, ten (10) days is available on the first day of the contract year, except that new teachers to this system will be required to stay in active employment during the initial thirty (30) calendar days of their contracts, and that a salary deduction will be made for first-year teachers leaving prior to earning sick leave they have already taken.

17.3 In computing pro rata sick leave (applicable only to first-year teachers), each of the ten (10) months from August through May equals one (1) day.

17.4 Service for one-half (1/2) month or more, will be granted one (1) day. Service for one-fourth (1/4) month to one-half (1/2) month will be granted one-half (1/2) day of sick leave.

17.5 Teachers on an extended contract shall receive one (1) day of additional sick leave for each four (4) week period of employment beyond thirty-eight (38) weeks, up to a maximum of twelve (12) days per year--110 days, total accumulation.

17.6 Sick leave shall be effective on the first day of sickness or accident. The teacher shall have the duty of notifying his/her immediate supervisor of any absence because of sickness or accident. The District will notify the teacher once a year in September of his/her total accumulation. Sick leave shall be effective from the first day of the school year for which a teacher has signed a contract.

18.0 LEAVES

18.1 Sabbatical Leave. Sabbatical leave of absence approved by the Board with compensation for a teacher to continue his/her professional studies in an area related to present staff responsibilities may be granted to faculty members, (total authorized - two (2) percent of full-time teaching staff of the District) under the following procedures:

18.1.1 Experience background as follows:

18.1.1.1 Five (5) years of continuous experience in the Lakeshore VTAE District schools - one-half (1/2) of present semester salary.

18.1.1.2 Eight (8) years or more of continuous experience in the Lakeshore VTAE District school - two-thirds (2/3) present semester salary.

18.1.1.3 At no time shall the District compensation and other grants exceed 100 percent of the teacher's semester salary. It shall be the responsibility of the teacher to provide the District Director with an affidavit stating the total amount of any grants he/she is receiving so that the amount of sabbatical leave compensation can be determined.

18.1.1.4 A teacher on sabbatical leave shall continue to receive fringe benefits, excluding sick leave, and shall advance on the salary schedule the following year as though he/she were in full employment with the Board.

18.1.2 Applications for leave of absence must be filed with the District Director, in writing, no later than February 1st of the school year preceding the school year for which leave is being sought.

18.1.3 Leave shall be for not less than one (1) semester nor more than one (1) school year.

18.1.4 Teacher must have an earned Bachelor's Degree.

18.1.5 Granting a leave of absence will be subject to the Board securing a certifiable replacement qualified to assume the teacher's duties while on leave.

18.1.6 Additional employment while granted leave shall be discouraged unless it pertains to the teacher's field of study. The District Director shall approve any such employment.

18.1.7 If the teacher returns for less than three years, his/her reimbursement to the District Board shall be computed on a pro-rata basis; i.e., each year of return service shall count for one-third of the instructor's reimbursement. The note shall be canceled upon completion of service required or upon the death or disability of the instructor.

18.1.8 The teacher and Board will sign an "Approval for Leave with Compensation" form which will stipulate the conditions for sabbatical leave of absence with compensation.

18.2 Personal Leave. One (1) day of personal leave per school year (noncumulative) will be granted each teacher upon the following conditions:

18.2.1 Normally, personal leave will not be granted immediately before or after holidays or vacation periods.

18.2.2 Such leave may be taken in hour increments - 7 hours equal a full day.

18.2.3 Such day will be deducted from the employee's personal sick leave.

18.2.4 Whenever possible, the teacher will notify the administration three (3) days in advance of when the time will be taken.

18.2.5 Intent is that use of day shall not be subject to employer discretion.

18.2.6 The administration would like to know the reason for taking the personal leave day. The teacher need not go into detail, but the reason will be stated.

18.3 Maternity Leave. Teachers are entitled to leaves for disability related to pregnancy and shall be compensated for actual disability in accordance with the sick leave provisions of this contract.

Additional leave without pay, beyond the period of disability, will be granted for a period of time mutually agreed upon by the teacher and the District Director consistent with past practice.

Replacement teachers for teachers on maternity leave will be contracted for on a temporary basis.

19.0 TEACHERS' RETIREMENT

19.1 Board will pay 100 percent of each teacher's share of his/her contribution to the State Teachers' Retirement Fund based on the teacher's basic contract salary. The parties agree that the above referenced 100% includes the January 1, 1986 scheduled increase from 5% to 6%.

19.2 Voluntary Early Retirement

19.2.1 Early retirement benefits shall be available to teachers between the age of 62 and 65 years who resign from their regular, full-time duties.

A. Eligibility: Teachers who have taught at least ten (10) years in the District shall be eligible to receive early retirement benefits from the STRS as authorized by Wisconsin Statutes 42.245 (2) bm.

B. Notice: Teachers who plan to take early retirement shall notify the District of their intent to do so by April 15 for the next school year or October 1 for the second semester of the existing school year.

C. Limitations: Unless otherwise specified, teachers shall only be permitted to retire under this policy at the end of the semester following their 62nd birthday.

D. Contribution to STRS: The District shall make payments to the STRS pursuant to the requirements of Wisconsin Statutes 42.245 (2) bm and the administrative rules of the STRS for each teacher who retires between the ages of 62 and 65.

The amount of the District payment shall be that calculated by STRS using their current actuarial tables to determine the Board's contribution.

E. Insurance Coverage: Health and life insurance premiums will be paid by the District at the same rate as for active members.

F. Letter of Agreement: The Board shall provide a Letter of Agreement specifying the amounts to be paid to STRS in behalf of the retiring employee. Such letter shall bind the Board to make the payments as specified. A copy of said letter shall be forwarded to the Association.

G. Death Benefit: In the event that the early retiree should die prior to payment of the benefits of this policy, the unpaid balance of the amount stated in the Letter of Agreement shall be paid to STRS if possible or to the estate of the retiree.

H. Employees electing early retirement shall be deemed to have "resigned" and shall not file claim against the District for unemployment compensation based on employment with the District prior to electing early retirement.

20.0 GRIEVANCE PROCEDURE

20.1 Definition.

20.1.1 A grievance is a complaint by an employee in the bargaining unit, or the Association, where a policy or practice within the confines of this contract is considered improper or unfair; where there has been a deviation from or the misinterpretation or misapplication of a practice or policy; or where there has been a violation, misinterpretation, or misapplication of any provision of this Agreement existing between the parties hereto. Where there is a conflict between the language of the policies of the employer and a term or condition specified by this Agreement, the latter shall apply.

20.1.2 Wherever the term "School" is used, it is to include work location or functional division or group in which a grievance may arise.

20.1.3 Wherever the term "administrator" is used, it is to include the administrator or coordinator of any work location or functional division or group.

20.1.4 Wherever the term "Director" is used, it is to include the District Director or any designee of the "Board" upon whom the Board has conferred authority to act in the District Director's place.

20.1.5 Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the term "Association building representative" is used, it is to include the Association building representative or his/her Association teacher designee.

20.2 Grievances.

20.2.1 The Association shall have the right to present, process, or appeal only a grievance in violation of a specific article and Section of this Agreement in its name for an employee, and also the right to take such a grievance at any level on its own behalf and continue the processing of said grievance.

20.2.2 The teacher shall have the right to be represented by counsel or any additional persons he/she deems necessary at any step in this procedure.

20.2.3 If a grievance is of such a clear and present nature as to require immediate action, the Association may appeal to the Director immediately after the informal step.

20.2.4 The Board and the Association agree that the grievance and arbitration procedure provided herein shall be the sole and exclusive means of resolving all grievances arising under the terms of this Agreement, and further, that remedies and procedures provided by Statute shall be the sole and exclusive means of settling all other disputes between the teacher and the Board or between the Association and the Board. The teacher, the Association, and the Board retain all remedies provided by law relating to alleged violations of state or federal law by the teacher, the Association or the Board.

20.2.5 No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.

20.2.6 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to submit an appeal at the next step of this procedure.

20.2.7 The time limits specified in this procedure may be extended in any specific instance by mutual agreement, in writing.

20.2.8 Time for Investigating. The Board, or its designee, shall make arrangements to allow reasonable time without loss of salary for a previously designated Association representative, or Association designee, to investigate grievances. In the event that clarification is necessary as to what constitutes reasonable time, the Director, after consultation with the Executive Board of the Association, shall make the determination.

20.2.9 All grievances will be filed and answered on the form agreed to by the parties.

20.3 Procedure for Adjustment of Grievance.

Grievance shall be presented and adjusted in accordance with the following procedures:

> Any teacher within the bargaining unit with a grievance shall discuss the matter with the Administration, either directly or accompanied by the Association representative, with the object of resolving the matter informally.

Step 1. In the event the matter is not resolved informally, the grievance, stated in writing, may be submitted to the administrator or his/her designee, and the Association representatives within ten (10) school days after the occurrence or condition which is the basis of the grievance, or the grievance shall be considered as waived. The grievance shall be given a file number at the time of submission. All future communications between the parties concerning the grievance shall include this file number.

1. Within four (4) school days after receiving the grievances, the administrator, or his/her designee, shall communicate his/her decision, in writing, to both parties.

2. He shall furnish one (1) copy to the teacher who submitted the grievance, and two (2) copies to the Association representative.

Step 2. If the grievance has not been resolved satisfactorily within four (4) school days after receiving the decision of the administrator or his/her designee, the aggrieved teacher and/or the Association may appeal the decision of Step 1 to the Director. The appeal shall be accompanied by a copy of the decision at Step 1.

1. Within five (5) school days after receipt of the appeal in writing, setting forth the grievance, the Director shall schedule a conference on the grievance. This conference shall

be scheduled at a time of mutual convenience and shall be held within ten (10) school days after receipt of the appeal in writing. This conference will be in private.

2. The aggrieved teacher shall be present at the conference, except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Director is one of interpretation of a provision of any agreement between the parties thereof or of what is established policy or practices.

3. Within five (5) school days after the conference on the appeal, the Director shall communicate his decision, in writing, together with the supporting reasons to the Association.

Step 3. Within five (5) school days after receiving the decision of the Director, the aggrieved teacher, through the Association, may appeal the decision directly to the District Board. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 2. The Board may waive this Step in the procedure and may proceed directly to arbitration.

1. A conference shall be held by the Board as soon as possible, but in no event longer than ten (10) school days after receipt of appeal. This conference will be in closed session unless the teacher requests that it be open.

2. The aggrieved teacher, the Association representative, the administrator, and the Director shall be given at least two (2) school days' notice of the conference.

3. Within five (5) school days after the conference on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons, to the Association.

Step 4. If the aggrieved party is not satisfied with the decision rendered by the Board, said party, or the Association, may appeal this decision directly to the Wisconsin Employment Relations Commission for arbitration within fifteen (15) school days after having received the decision in Step 3, Section 3.

1. The arbitration shall be held under the rules of arbitration of the Wisconsin Employment Relations Commission.

2. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, shall be binding upon both parties and shall be final, except for a decision which would reduce or eliminate aid provided for school operation from the state or federal government or other sources, or change or abridge mandatory school law.

3. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to the provisions of this Agreement.

4. Arbitration is limited to terms and conditions set forth in this Agreement and to the conditions set forth by the Wisconsin Employment Relations Commission.

5. Cost of the arbitration shall be shared equally between the Association and the District Board. Each party shall bear its own expense in the presentation and preparation of its case to the arbitrator.

21.0 RESOLUTION OF DIFFERENCES BY PEACEFUL MEANS

21.1 The Board and the LEA agree that differences between the parties shall be settled by peaceful means as provided within this Agreement and that there shall be no concerted interruption of work approved or authorized by the LEA for the term of the Agreement.

22.0 MANAGEMENT RIGHT CLAUSE

The Board, unless specifically limited by the provisions of this Agreement, hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities in its management of the District and the direction of the faculty conferred upon and invested in it by the laws of the state of Wisconsin and of the United States.

22.2 It is understood that the Board may file for a Declaratory Ruling on any items claimed permissive prior to the effective date of any law changing permissive subjects to mandatory subjects is enacted and becomes law. If the item is ruled to be permissive, such item shall be removed from the contract.

If by operation of statutory law the permissive items (if any) contained in this Agreement are subject to becoming mandatory subjects of bargaining, the parties agree that all such permissive items will evaporate twenty-four (24) hours prior to the effective date of such legislation.

Within twenty (20) working days of the effective date of such legislation, each party will notify the other of the portions of the agreement alleged to be permissive. Thereafter, each party will respond within twenty (20) working days, delineating those provisions contested as being mandatory subjects of bargaining. Either party may file a petition for declaratory ruling with the Wisconsin Employment Relations Commission pursuant to Chapter ERB 18 of the Wisconsin Administrative Code with regard to those items contested as being mandatory. The parties agree to negotiate the impact of any evaporation under this article pursuant to Section 111.70.

23.0 MAINTENANCE OF STANDARDS

23.1 The Board will not change existing policies or adopt new ones during the life of this contract with respect to wages, hours, and conditions of employment without meeting and conferring with the LEA and obtaining its agreement thereto.

24.0 WAIVER CLAUSE

24.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right to make demands and proposals with respect to any subject or matter not removed by law from the area of professional negotiations, and that the statements and agreements reached are set forth in this Agreement, and that neither party shall bring up any issue specifically covered by this Agreement for further negotiation during the life of this Agreement.

25.0 SAVINGS CLAUSE

25.1 If any article or part of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or part should be restrained by such tribunal, the remainder of the Agreement shall not be affected thereby and the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or part. In the event the parties cannot agree on a replacement section, the dispute may be submitted by either party to factfinding.

If any wage or benefit provision of this Agreement is nullified or modified by the action of any government agency as a result of the institution or reinstitution of any form of wage or benefit controls, the parties will meet to determine what joint action might be taken, if any, as a result of such governmental action.

26.0 DURATION

26.1 The provisions of this Agreement will be effective as of the first day of July 1986, and shall continue and remain in full force and effect as binding on the parties until the 30th day of June 1987, and thereafter unless reopened. Either party may submit its intention to reopen negotiations for a new Agreement by notifying the other party, in writing, no later than April 1, 1987.

26.2 Any employee who wishes to be released from a signed contract shall submit a letter to the District Board with a copy to the District Administrator. Employees shall be released from their contracts by the Board upon payment of the following amounts as liquidated damages:

June 15	$ 50.00
July 1	$100.00
July 15	$150.00
August 1	$200.00
August 15	$250.00

The District Board may at its discretion waive the fee or reduce it.

Dated this 18th day of September 1986

LAKESHORE BOARD OF VOCATIONAL,
TECHNICAL AND ADULT EDUCATION

Myrtle Feldmann
Chairperson of the Board

Keith
Secretary-Treasurer of the Board

LAKESHORE EDUCATION ASSOCIATION

James Joseph Smith
President

Allen F.
Negotiations Chairperson

1986/87 INSTRUCTIONAL CALENDAR

August	27	Inservice/Records
August	28	Inservice
August	29	Inservice/Records
September	1	Labor Day
September	2	Classes Begin
October	30-31	WEAC Convention
November	4	End of 1st Quarter
November	5	Records Day
November	6	2nd Quarter Begins
November	27-28	Thanksgiving Recess
December	24 - January 4	Christmas Recess
January	5	Classes Resume
January	19	End of 1st Semester
January	20	Records Day Commencement
January	21	Second Semester Begins
March	20	3rd Quarter Ends
March	23	Records Day
March	24	4th Quarter Begins
April	~~2-3~~ 9-10	WVA Convention
April	11-19	Easter Recess
May	13	Skills Fair
May	~~24~~ 25	Memorial Day
June	4	End of 4th Quarter
June	5	Records Day Commencement
June	15	Summer School Begins

1986/87

MONTH	INSTR.	RECORDS	HOLIDAYS	INSERVICE	SKILLS FAIR
August		1		2	
September	21		1		
October	21			2 (Convention)	
November					
1st Quarter	2				
2nd Quarter	15	1			
December	17				
January					
1st Semester	11				
	87	2	1	4	0
January	8	1			
February	20				
March					
3rd Quarter	15		1		
4th Quarter	6	1			
April	15		1	2	
May	19		1		1
June	4	1			
	87	3	3	2	1

Instruction	174
Inservice	6
Holidays	4
Records Days	5
Skills Fair	1
Total	190

Quarter	1	44 days
Quarter	2	43 days
Quarter	3	43 days
Quarter	4	44 days

EXHIBT A

TEACHER SALARY SCHEDULE (1986-87)
DAY SCHOOL

	BS	BS+ 5	BS+ 10	BS+ 15	BS+ 20	BS+ 25	MS	MS+ 10	MS+ 20	MS+ 30
Step	B	C	D	E	F	G	H	I	J	K
00	20,767	21,144	21,522	21,898	22,273	22,652	23,026	23,776	24,532	25,284
01	21,483	21,860	22,236	22,612	22,989	23,367	23,741	24,492	25,247	26,000
02	22,199	22,576	22,953	23,328	23,705	24,082	24,456	25,209	25,962	26,715
03	22,914	23,293	23,668	24,042	24,422	24,797	25,173	25,923	26,678	27,429
04	23,630	24,009	24,383	24,759	25,134	25,514	25,889	26,640	27,393	28,146
05	24,348	24,723	25,099	25,473	25,850	26,230	26,603	27,356	28,110	28,861
06	25,062	25,439	25,815	26,189	26,567	26,944	27,319	28,070	28,826	29,577
07	25,777	26,154	26,531	26,906	27,282	27,660	28,037	28,786	29,539	30,292
08	26,492	26,870	27,245	27,622	27,998	28,377	28,751	29,503	30,256	31,008
09	27,209	27,586	27,961	28,337	28,713	29,090	29,467	30,218	30,971	31,722
10	27,925	28,300	28,678	29,053	29,429	29,807	30,183	30,933	31,687	32,437
11	28,637	29,018	29,394	29,767	30,144	30,523	30,897	31,647	32,403	33,154
12	29,353	29,734	30,109	30,484	30,860	31,237	31,613	32,365	33,119	33,870
13	30,069	30,450	30,825	31,200	31,577	31,952	32,327	33,081	33,833	34,586
14	000000	000000	000000	000000	000000	000000	33,043	33,797	34,549	35,301

Longevity payments of $323 will be made to all staff members who are at the last step on the salary schedule.

APPENDIX A

For the 1986-87 school year the salary schedule shall be increased by 7.00% per cell; however employees shall not be entitled to vertical movement (increment) for the 1986-87 school year.

Effective July 1, 1987, the schedule shall revert to the traditional format with employees again entitled to increment.

For 1986-87, longevity shall be frozen. Those who have been receiving longevity will continue to receive the $323 stipend.

APPENDIX B

MEMORANDUM OF UNDERSTANDING

DRAFT COPY

The Lakeshore Vocational, Technical and Adult Education District and the Lakeshore Education Association, in converting from the 1985-86 insurance carrier to the WEA Insurance Trust, have reached certain understandings which they wish to reduce to writing:

> In the future, should either the Employer or the Association wish to change carriers and/or benefits or benefit plans, the level of benefits provided bargaining unit members in effect during the 1985-86 school year shall be the level of benefits used to determine the status quo and the percentage of insurance premiums paid by the Employer shall be considered the status quo and the respective payment for such benefits.
>
> Additional benefits received as a result of converting to the WEA Insurance Trust insurance plans shall not be considered status quo benefits unless they were also available under the 1985-86 Collective Bargaining Agreement or unless the parties otherwise modify this arrangement during subsequent negotiations.
>
> This Agreement shall not be considered to be a waiver of either party's rights.

Richard Terry
For the Association

6-30-86
Date

For the Employer

6/30/86
Date

Agreement

between the

Area Board of Vocational,
Technical and
Adult Education

District No. 4
Madison, Wisconsin

and the

Madison Area Technical
College Teachers' Union

Local 243
AFT, WFT, AFL-CIO

July 1, 1985 - June 30, 1986
July 1, 1986 - June 30, 1987

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PREAMBLE

It is our mutual intent to work together to achieve our common aims of educational excellence. Therefore, this collective bargaining agreement is made and entered into effective as of the first day of July, 1985, by and between the Area Board of Vocational, Technical and Adult Education District No. 4, hereinafter referred to as the Board and the Madison Area Technical College Teachers' Union, Local 243, AFT, WFT, AFL-CIO, hereinafter referred to as the Union. This agreement that is entered into shall supersede and cancel all previous agreements, verbal or written or based on alleged practices between the parties. Any amendment or agreement supplemental thereto shall not be binding upon either party unless executed in writing by both parties.

ARTICLE I

BOARD RESPONSIBILITY

It is the responsibility of the Board to administer the schools within the district in accordance with Wisconsin Statutes, Chapter 38, and in conformance with the Constitution and Laws of the State of Wisconsin and the Constitution and Laws of the United States of America.

ARTICLE II

RECOGNITION AND SCOPE

Section A — Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative of all contractual teachers in Area Vocational, Technical and Adult Education District No. 4. Contractual teachers are defined as professional classroom teachers teaching at least 50% of a normal teaching schedule, including government project employees and counselors working at least half time, employed by the Board, and excluding administrative, supervisory, ancillary, and classified employees.

Section B — Implementation

1. The Board shall make available to the Union upon its written request information, statitistics, and records concerning the school district which the Union

and the Board may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this agreement. Any information desired by the Union which is not in final form shall be their responsibility to research and duplicate. The Union shall have the recourse to grievance should a dispute arise in regard to availability or pertinence of requests.

2. The Union and the Board shall mutually agree that on any committee, established by the Board and/or the District Director calling for teacher representation, the Union, through its President shall select such teacher representatives.

In the event the Union President fails (within 20 school days of receipt of written notice) to select such representative, the District Director will make such appointment.

3. The District Director or his/her representatives shall meet with the representatives of the Union at the request of either party to discuss matters relating to the implementation of this agreement and/or such other matters as mutually agreed by the parties.

4. The Division Chairperson shall meet once a month during the school year unless otherwise mutually agreed, with representatives of the division as designated by the Union to discuss policy, operations, questions, and problems. The Division Chairperson and the teacher Chairperson shall alternate in chairing these meetings. The agenda shall be prepared by the Division Chairperson by placing alternately on the agenda items proposed by the Division Chairperson and items proposed by the teacher Chairperson, providing such items are submitted to the Division Chairperson seven (7) days prior to the date of the meeting. Minutes of the meeting shall be made available to members of the Implementation Committee, the Assistant Directors, the Director, the Union, and the teachers in the Division. The Division Chairperson may utilize his/her secretary, if available, to take said minutes. A schedule of Implementation Committee meetings, at least one a month, shall be submitted to all teachers within a Division by the third week of each semester. Said schedule shall include the time and place that meetings shall be held.

5. The Union shall upon its written request, be entitled to appear on the Board agenda and have a representative speak on any issues of said agenda. The Board shall make available two (2) copies of the agenda prior to each meeting of the Board and two (2) copies of the minutes following each meeting of the Board.

6. Copies of all agreements and supplements thereto between the parties shall be distributed by the Union to each employee covered by this agreement. The Board or its representative agrees to meet with the Union within five (5) days after the signing of the agreement for the purpose of arranging to duplicate or print this agreement and any supplement thereto.

7. Whenever members of the Union are scheduled by the administration and the Union to participate during working hours in grievances, investigations, or negotiations respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss in pay. Such periods shall not be regarded as periods of work to be made up later except voluntarily and at the discretion of the teacher.

Section C — Employee Facilities

1. The Board shall make provisions for adequate employee facilities such as adequate teacher lounges and rest rooms, eating facilities, outside telephone services in each building, and where District owned parking facilities are available, their use shall be free of charge to members of the teaching staff.

2. The Board shall make available professional facilities which are adequate to meet professional standards, such as, a properly furnished office with adequate lighting, a desk, filing cabinet or cabinets, book shelving, provision for private student conference space and supplies needed for classroom work. Office machines for teacher use shall be in good working order. The Board and the Union agree that, as new District-owned facilities are constructed, teacher office facilities will be improved.

3. A joint committee of the Union and Board shall remain in force to resolve problems and study necessary implementation of solutions in regard to employee and professional facilities.

4. Each teacher shall be provided with his/her own mailbox. Only mail pertaining to school business should regularly be received by the schools within the district. Mail of a personal nature should be regularly received at other than the school address. Teachers' mail shall not be opened before they receive it.

5. The Technical Center Bookstore shall be open from 7:30 A.M. to 8:30 P.M. when classes are in session during these hours at the Technical Center. The general information telephone number at 211 N. Carroll shall be answered from 7:15 A.M. to 10:00 P.M. when classes are in session during these hours.

Section D — Use of Facilities

1. The Union shall have the right to hold meetings in the school buildings within Area Vocational, Technical and Adult Education District No. 4 upon proper notice to the administration and subject to the educational program.

2. The Union shall have the right to use the mail system and/or the mailboxes in and between school buildings for the purpose of communicating with teachers regarding Union and related activities.

3. The Union shall be provided three (3) bulletin boards at 211 North Carroll Street and two (2) at the Technical Center on Commercial Avenue as well as one (1) at the Automative Center and a minimum of one at any other building owned by the District where contractual teachers are employed. Other bulletin boards shall be placed in a mutually agreed upon location for the purpose of posting notices and bulletins regarding the business or activities of the Union. (In each major building one shall be in the teachers' lounge.)

4. The Board shall provide an office and an office telephone for the use of the Union.

5. The Union shall be permitted to use school equipment such as duplicators and typewriters in relation to Union activities or matters which relate to the general welfare of the school, subject to the approval of the District Director and the normal procedures of the school program.

6. The Board may provide the use of the computers for internal purposes. Internal purposes are defined as use by the faculty, staff, students, or employees of the educational institution for instruction, academic research (as hereinafter defined) and internal administrative work of the educational institution.

Academic research is defined as research which meets all of the following criteria:

a. It requires and utilizes the abilities of the educational institution's faculty or students.

b. It is of a nature appropriate to the educational institution (e.g., fundamental research rather than work of a productive or repetitive nature) and is undertaken for non-profit motives.

c. It is not controlled from outside the educational institution with respect to:

(1). the selection, designation, administration or performance of the specific projects to be undertaken

(2) completion or progress deadlines

(3) the form, use or dissemination of the results

d. The results are unclassified and are made available to the general public without charge.

e. There is no separate billing made by the educational institution to persons or organizations outside the educational institution for use of any of the machines.

Priority of scheduling the computer shall be: first for instruction; second for administrative functions; third to be used as requested by the Wisconsin Board of Vocational, Technical and Adult Education; and fourth by the faculty for academic research as outlined above and approved by the Administration.

7. A joint committee of the Union and the Administration shall remain in effect for the necessary implementation of the calculating room link to a computer for student use at the Technical Center. The Director shall be provided a copy of the committee's findings and conclusions.

Section E — Replacement Contracts

1. Contracts may be offered to replace contractual staff on leave as defined in Article VIII. The teacher being replaced and the reason for the opening shall be clearly indicated in the offered contract and in the announcement for such vacancy. Replacement teachers shall accrue, but not acquire, one year's seniority after two continuous semesters. If the replacement teacher is offered a contract for the second year, he/she shall acquire seniority rights dating back to the date of initial employment in the previous year.

2. For purposes of seniority, those teachers termed LTE during the 1978-79 school year and rehired for 1979-80 shall not have seniority greater than contractual teachers hired for the 1978-79 school year.

3. The teacher on a replacement contract shall be entitled to all benefits of the contractual agreement, the exception being the seniority provision as modified in the preceding paragraph.

ARTICLE III
FAIR PRACTICES

Section A

The Board shall not discriminate against any employee or the hiring of any employee on the basis of race, creed, national origin, sex, age, physical handicaps, marital status, political affiliation, membership in or association with the activities of any employee organization in compliance with Wisconsin Statutes.

Section B

The Board shall make certain that teacher application forms and oral interview procedures shall omit therefrom any reference to the teacher applicant's membership in teacher-employee organizations in compliance with Wisconsin Statutes.

Section C

The Board shall agree that the principle of equal pay be observed for comparable work and duties and that all fringe benefits shall apply to male and female employees in the same manner.

Section D

Upon the decision of the District Director to offer a new teacher a position, the District Director shall send a copy of the Union agreement along with the offered contract. The District Director shall advise the applicant of his/her right to confer with a Union officer before accepting the offered contract, and shall provide him/her with the name and telephone number of the current Union president. The Union shall be notified of the name and address of the newly hired teacher within five (5) days of the receipt of the new teacher's signed contract.

Section E

The Board shall defend, hold harmless, and indemnify teachers from any and all demands, claims, suits, actions, and legal procedures brought against teachers as individuals or as agents of the Board so long as they are related to the good faith performance of duty.

ARTICLE IV

DUES DEDUCTION AND SENIORITY

Section A — Dues Deduction

1. The Board agrees to deduct Union dues from wages of each teacher who voluntarily authorizes such deduction in writing by signing the following Union produced statement:

Plan 1 — Please fill in **Only One** of the authorizations below:

a. You are hereby authorized to withhold from 18 of my salary checks during the months of October through May a prorated sum of money leading to total payment of the annual dues for membership in Local 243, AFT, WFT, AFL-CIO.

b. You are hereby authorized to withhold from my check in either October, November, December (circle one) the amount of money equal to the entire annual dues for membership in Local 243, AFT, WFT, AFL-CIO.

Signature ....

Plan A____Plan B____School_____Date_______
Social Security Number______________________
Employee Number__________________________
Plan 2 — To: Local 243, AFT, WFT, AFL-CIO

I hereby agree to pay my annual Union dues in cash by October 1 of each year. If payment is not made by October 1, accept this as my authorization to place my name on the payroll deduction plan as of October 1. The Treasurer of Local 243 will notify the District Business Manager to implement Plan 2 by October 5.

Plan 1a________Plan 1b_______
Signature__________________________________
School________________________Date________
Social Security Number______________________
Employee Number__________________________

This authorization may be revoked by me effective as of September 15 of any school year by written notice to the Treasurer of Local 243 and the District Business Manager given on or before September 15 of that year. Without such notice, it is deemed renewed from year to year until revoked by me or upon termination of my employment.

2. All funds collected by the Board as a result of dues deductions shall be remitted promptly to the appropriate financial officer designated by the Union.

3. The Union will indemnify and save harmless the Board for all sums improperly checked off and reasonable costs in regard thereto and remitted to the teachers' organization. The Union shall not indemnify and save harmless the Board for negligent acts which are the Board's own.

Section B — Fair Share Agreement

1. Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, or sex. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, or sex.

2. The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

3. The Board agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay promptly the amount so deducted to the Union.

Section C — Seniority

1. Seniority shall be the length of continuous service as a contractual teacher in the District, or with a City Board of Vocational Education which is now a part of the District, including time spent on leave of absence. For those teachers employed prior to July 1, 1977, seniority shall commence on the date that

the initial contract was signed by the teacher. For those teachers employed thereafter, seniority shall commence at the time that the signed initial contract was received at the office of the District Director.

2. A list shall be maintained by the District Director showing the seniority of each teacher of the District. Such list shall be made available to the Union.

3. The following provisions shall only apply to those instructors hired for one semester contracts.

a. Teachers shall accumulate one semester of seniority for each semester he/she is under service to the District.

b. Beginning with teachers initially hired for the 1983-84 school year the phrase "seniority shall be the length of continuous service", shall be defined as the accumulation of each semester of employment with the District provided that there is not a three year period following layoff, in which the teacher is not employed by the District.

4. "Federal Project Teachers" shall notice in writing the District Director of their intent to bump any time after receiving a terminating letter. The District Director will exercise the necessary bump between July 15 and August 1.

ARTICLE V
GRIEVANCE PROCEDURE

Section A — Definition

1. The grievance procedure shall be the means by which teachers' complaints are heard and settled including those based upon the interpretation and application of the contract by the Board and the administration.

2. Whenever the term:

a. Chairperson or Area Coordinator is used, it is to include the administrator of any work location or group.

b. District Director is used, it is to include the Director or any designee upon whom he/she confers authority to act in his/her place.

c. Teacher is used, it includes any member of

the bargaining unit.

d. Union Representative is used, it is to include any Union Representative or Representatives upon whom the Union President confers authority to act for the Union.

Section B — General Provisions

1. The Union shall have the right to present, process or appeal a grievance at any level on behalf of any teacher and/or on its own behalf.

2. The teacher shall have the right to appeal and be presented by counsel and/or any additional persons he/she deems necessary at any step of this procedure.

3. The grievance procedure provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

4. If, at the aggrieved's desire, the Union is not present during processing of a grievance, that grievance shall not be cited as a precedent to the Union.

5. No decision or adjustment of a grievance shall be contrary to any provision of this agreement existing between the parties hereto.

6. Failure to communicate the decision on a grievance at any step of this procedure within the specified time limit shall permit the Union to submit an appeal at the next step of this procedure.

7. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

8. The Board and/or its designee shall allow reasonable time without loss of salary for Union representatives to investigate grievances. In the event that a question arises as to what constitutes reasonable time, the Board or its designee and the Union shall meet and come to mutual agreement in any specific instance.

9. Arbitration costs shall be shared equally by the Board and the Union.

Section C — Procedure

Step 1 — Any teacher within the bargaining unit may discuss the grievance with the Division Chairperson or Area Coordinator directly and individually and/or accompanied by the Union Representative with the object of resolving the matter informally. The teacher may waive this step in the procedure if he/she so desires and proceed immediately to the first formal step.

a. The grievance shall be presented within thirty (30) school days from the time the teacher knew or should have known of the existence of the grievance. If this procedure is not followed, the grievance is waived.

b. Within five (5) school days after the receipt of the grievance, the Division Chairperson or Area Coordinator shall communicate his/her decision in writing, together with supporting reasons.

c. He/she shall furnish one (1) copy to the teacher who submitted the grievance and two (2) copies to the Union representative and one (1) copy to the District Director.

Step 2 — If the grievance is not resolved satisfactorily, the aggrieved teacher and/or the Union may appeal to the District Director. The appeal shall be in writing and shall include a copy of the original complaint stating the nature of the grievance, the remedy desired and the decision at Step 1.

a. The teacher and/or the Union within five (5) school days shall have the right to be heard by the District Director or his/her representative and shall be given adequate notice thereof.

b. Within five (5) school days after hearing the grievance, the District Director or his/her representative shall communicate his/her decision in writing together with supporting reasons.

c. He/she shall furnish one (1) copy to the teacher who submitted the grievance and two (2) copies to the Union Representative.

Step 3 — If the grievance is not resolved satisfactorily, the aggrieved teacher and/or the Union may appeal to the Board within ten (10) school days. The appeal shall be in writing and shall include a copy of the original complaint and the decision at Steps 1 and 2.

a. Within thirty-five (35) days after the receipt of the appeal the Board shall hold a hearing.

b. The aggrieved teacher, the Union Representative, the Division Chairperson, the District Director and the President of the Union shall be given at least five (5) school days' notice of the hearing.

c. Within five (5) school days after the hearing the Board shall communicate its decision, in writing, together with its supporting reasons to all parties present at the hearing.

Step 4 — The Board may waive Step 3 in the procedure if it so desires.

Step 5 — If the grievance is not resolved satisfactorily, the Union may appeal directly to the Wisconsin Employment Relations Commission or other available arbitration agencies which offer bona fide arbitration services which are mutually agreed upon.

a. The decision and award of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to him/her at the time of the hearing or in writing.

b. The decision and award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both parties will abide by it.

c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from or adding to the provisions of this agreement.

ARTICLE VI

WORKING CONDITIONS

Section A — Fair Dismissal Policy

1. A teacher hired by the Board who has no previous teaching experience shall serve a two-year probationary period. During this period the teacher will be given guidance, assistance and recommendations for improvement.

2. A teacher hired by the Board who has two or more years of satisfactory teaching experience may complete the probationary period in one year.

3. A teacher shall not be refused employment, dismissed, suspended, disciplined, or discharged except for cause. Such action against any teacher shall follow these specific procedures:

a. Notification in writing stating cause for such action.

b. Notification in writing stating cause for such action to the Union.

c. The teacher shall have a hearing with full benefit of representation and counsel before the Board within thirty-five (35) days of receipt of the notification.

d. Until such time as the dismissal is found to be justified by the Area Board, full salary and benefits shall be paid to the teacher.

e. Until such time as dismissal is found to be justified, full salary and benefits shall continue to accrue to the teacher.

f. If the teacher and/or the Union are not satisfied that fair and equitable procedures have been followed or that the decision as to the teacher was not entirely an impartial judgment, the teacher and/or the Union shall have the right to appeal the decision to arbitration or other recourse according to Wisconsin law.

g. (1) If a dismissal occurs for lack of work, the least senior teacher in the program or subject area shall be the first to be dismissed.

(2) If the dismissed teacher is certifiable in any other program or subject area and he/she has greater seniority than another teacher in that area, he/she shall have the right, within 30 days notification of dismissal, to bump the least senior teacher from all other areas in which the dismissed teacher is certifiable, provided the more senior teacher is capable of teaching the specialty. (This does not preclude teaching in another area of certification in case of dual certification, but is designed to cover specialized skills within the technical areas.)

(3) For three years following a dismissal for lack of work, the dismissed teacher shall be offered a contract before a new teacher within the same program or subject area is employed. It is the responsibility of the dismissed teacher to notify the Board of any change in his/her address and his/her desire to remain on the list.

(4) A teacher dismissed for lack of work shall remain in the group for health insurance purposes by paying the premium. However, the Board shall pay the premium for June, July, and August when a dismissal commences at the end of the contract year, or for one month if a dismissal occurs during the school year.

(5) In order to implement the affirmative action program, in the event of dismissal(s) due to lack of work, the Board shall exempt from consideration those teachers hired to reach affirmative action goals of all types. This provision shall be implemented at any time the female or minority population of this collective bargaining unit falls below the percentage level of qualified women and minority personnel according to their availability in the district work force. In the event of the elimination of a program or department by state law, this provision (5) shall be inoperative.

4. In the event a "Federal Project Teacher" receives a letter from the District terminating the teacher's employment as a result of the termination of the project, he/she shall have until August 1 of the given year in which to exercise any bumping rights he/she may have under the union contract. Notice of intent to bump must be in writing and delivered to the District Director by said date.

Section B — Promotions and Transfers

1. Notice of vacancies stating qualifications for the positions shall be publicly posted and a copy sent to the Union President three (3) days before it is publicly advertised.

a. Each qualified applicant of the staff who makes written application shall be accorded a personal interview with the recommending agent.

b. After the selection has been made by the District Director, applicants shall receive a written notification of the selection.

c. The decision of the Board as to the filling of such vacancies shall be final in the specific case.

2. A teacher may apply for a transfer in position at any time.

a. Such application shall be in writing addressed to the appropriate chairperson of his/her Division or Area Coordinator and a copy sent to the District Director.

b. If the teacher is or can be certified for the position, should there be an opening, and if it is in the best interests of the instructional program, the transfer shall be implemented.

c. Requests for transfer shall not be granted before all certified teachers dismissed for lack of work have rejected all offers made in accordance with Article VI-Section A.

d. The decision of the Board as to the filling of such vacancies shall be final in the specific case.

3. Involuntary transfer from a teaching or work assignment shall be based on inverse seniority.

Section C — School Year

1. Calendar

a. The school year for 1985-86 shall begin on Monday, August 20, 1985 and shall conclude on Friday, May 24, 1986. It shall consist of 173 student-teacher contact days, 7 holidays and 10 staff in-service days. See Appendix A attached for complete calendar.

b. The dates for the Wisconsin Federation of Teachers' Convention during the 1985-86 school year are October 25-26, 1985. There may be ten (10) teachers or twenty-five percent (25%) from each division, whichever is smaller, but no more than twenty-five percent (25%) from each division department attending at the same time. The teacher delegates selected by the Union shall attend without loss of salary or deduction from other types of leave.

c. The school year for 1986-87 shall begin on Monday, August 25, 1986 and shall conclude on Saturday, May 30, 1987. It shall consist of 173 student-teacher contact days, 7 holidays and 10 staff in-service days. See Appendix B attached for complete calendar.

d. The dates for the Wisconsin Federation of Teachers' Convention during the 1986-87 school year are October 30-31, 1986. There may be ten (10) teachers or twenty-five percent (25%) from each division, whichever is smaller, but no more than twenty-five percent (25%) from each division department attending at the same time. The teacher delegates selected by the Union shall attend without loss of salary or deduction from other types of leave.

e. The Area Board and the Teachers' Union agree that each year a new calendar be negotiated for the year succeeding the next year i.e., the calendar for the school year of 1985-1986 will be negotiated in the spring of 1984 and the calendar for the school year 1986-1987 will be negotiated in the spring of 1985. This agreement shall not interfere with the union rights for reopening of the agreement (Article XI, Section E).

2. Teacher's individual contract. See Appendix D for full text.

Section D — School Week

Each full-time contractual teacher shall be responsible to the college for a 7 hour span daily Monday through Friday. (See Exhibit A.) The exception will be when it is necessary to schedule the span to 8 hours to accommodate students.

Section E — School Day

1. The span of class time for each contractual teacher shall not exceed 7 hours (including meal period) per day, i.e., the beginning of the first and ending of the last class taught in any given day for each contractual teacher.

a. A period is defined as fifty (50) minutes.

b. The break between classes shall be at least 10 minutes.

c. All classes will begin on the half hour as per Exhibit A. Classes may also be scheduled on the hour, facilities and scheduling permitting.

d. The meal hour is fifty (50) minutes duty free and is included in the 7 hour span.

e. Government project teachers' regular "on campus" work day shall not span more than eight continuous hours, including the lunch break. The exception will be when it is necessary to schedule the span to 9 hours to accommodate students.

f. Specialized programs whose very nature makes special circumstances necessary shall not be restricted. Persons involuntarily assigned to such programs will receive special consideration.

EXHIBIT A

	Period		
1	7:30— 8:20 a.m.	8 ...	2:30— 3:20 p.m.
2	8:30— 9:20 a.m.	9 ...	3:30— 4:20 p.m.
3	9:30—10:20 a.m.	10 ...	4:30— 5:20 p.m.
4	10:30—11:20 a.m.	11 ...	5:30— 6:20 p.m.
5	11:30—12:20 a.m.	12 ...	6:30— 7:20 p.m.
6	12:30— 1:20 a.m.	13 ...	7:30— 8:20 p.m.
7	1:30— 2:20 a.m.	14 ...	8:30— 9:20 p.m.

2. The teaching program, including conference hours, shall be posted by all teachers and shall be maintained. A form for such posting shall be supplied by the administration and a copy of the completed form shall be supplied to the Division Chairperson. The exam week schedule, including exam locations and office hours, shall be posted by all teachers. A form for such posting shall be supplied to the Division Chairperson one week before exam week begins

3. Attendance at professional staff meetings is expected as a professional responsibility and considered part of the teaching salary contract when called by the District Director.

4. Additional Assignment

a. Additional work days beyond the regular school year shall be compensated at the rate of fourteen dollars and twenty eight cents ($14.28) per hour for 1985-86 and fourteen dollars and ninety-nine cents ($14.99) per hour for 1986-87. Such additional professional assignments ahll be limited to research, curriculum studies, and the writing of new courses.

b. Any such assisgnments shall be voluntary on the part of the teachers.

c. Contractual teachers shall have preferential choice in the above assignments.

d. If a contract is negotiated by the Board and another governmental agency, the hourly rate to be paid the teacher shall be based upon the specified contractual rate agreed upon by the Board and the agency.

5. Substitute Teaching

a. Substitute teaching shall be defined as teaching wherein a staff member is requested to take over another teacher's class or classroom due to the absence of the regular teacher and the substitute actually spends the period in the classroom.

b. Intermittent substitute teaching shall be compensated at the rate of fourteen dollars and twenty-eight cents ($14.28) for 1985-86 and fourteen dollars and ninety-nine cents ($14.99) for 1986-87 per actual period of such substitute instructions.

c. In cases of emergency requiring prolonged substitute service, a teacher who has taught a minimum of ten (10) consecutive teaching days for the same teacher shall receive prorated payment retroactive to the beginning of such term of service. The proration shall be in accordance with his/her salary and in accordance with the teaching load schedule.

d. In cases of emergency which involve the periodic abasnce of a given teacher and where the substitution service is rendered by the same teacher, the same principle of prorated payment and retroaction shall be applied when the cumulative total of such periods reaches thirty (30) or more in a given school year.

e. Substitute teaching shall be voluntary on the part of the teacher accepting such requests upon his/her time.

f. No teacher shall substitute for a class or additional student load during the time in which he/she is already scheduled for a class or student load.

6. When a class period is excused or canceled by the Area Board, District Director, or his/her designee, the teachers shall be notified in writing by the District Director. No teacher shall be required to hold class or classes during that time period(s) for which classes have been canceled or excused with the exception of classes where a required number of hours, class periods, or clients are mandated by regulations, agencies, or organizations over which the college has no con-

trol. The instructors who will not be excusing students will be notified in writing by the District Director.

Section F — Teaching Load and Class Size

	Total Teaching Periods Per Week
A—Large Group Lecture	15
B—Demonstration and Discussion	20
C—Lab or Quiz Section	23
D—Skill Lab and Shop	26
Special Assignment	35

A 100% teaching load is defined as a load range of 90-100%. Any load above 100% is considered an overload. If this condition is unavoidable, adjustment shall be made in the teaching load during the succeeding semester. Any load under 90% is considered an underload. Full-time teaching loads within a program or subject area shall be assigned on the basis of seniority. A teacher who would have an underload shall have the right to preempt any necessary portion of the assignment of another teacher with less seniority in other areas where the more senior teacher is certified or certifiable.

Definitions

A—**Large Group Lecture** — Instruction is given to two or more sections without time allotted for student response or interchange. Minimum enrollment forty (40) students.

B—**Demonstration and Discussion** — Combination of group and individual instruction. Formal presentation followed by discussion.

C—**Laboratory or Quiz Section** — Emphasis is upon student participation to learn the concepts or principles.

D—**Skill Laboratory or Shop** — Emphasis is upon student participation to develop manipulative skills.

Special Assignment — A special assignment is a specific duty designated by the Division Chairperson. Special assignments may include, but are not limited to, curriculum writing, team teaching planning, and development of instructional materials. Special assignments shall be reduced to the number of periods per week for purposes of determining teaching load. A 100% special assignment shall be counted as thirty-five (35) periods per week.

Course Classification — A joint committee of the Union and the administration in each division shall classify new courses and review requests for reclassification of courses. Any changes in classification shall be effective at the beginning of the following semester. Requests for classification or reclassification of a course may originate with either the teacher or the appropriate chairperson. Present classifications shall remain in effect unless a change is approved by a majority vote of the divisional course classification committee.

Class Size and Special Limitations

1. The number of students in shops or labs is limited to the number of stations available in a given shop or lab.

2. English Composition classes are limited to an initial enrollment of twenty-five (25) students.

3. No teacher shall be assigned more than three (3) classes of English Composition as part of his/her total teaching load.

4. No teacher shall be assigned more than four (4) classes of Communication Skills as a part of his/her teaching load.

5. For teachers of English Composition, Communication Skills, and Communications, classes shall be a maximum initial enrollment of 150 students for the first semester and 125 students for the second semester.

6. Teachers of English Composition, Communications Skills, and Communications, may be scheduled for five (5) periods of student help sections.

7. Teachers of English shall have the option of exchanging courses in order to eliminate inequities in student load number, total load periods, and number of preparations. In the event they cannot agree, the decision of the chairperson shall be final.

8. In classes where there are special limitations on size, the count determining initial enrollment shall be made on the first day of the second week of classes.

9. The "Special Needs Counselor" will be notified when an instructor is able to identify the presence of handicapped students with special needs. The "Special Needs Counselor" shall contact the proper agencies to secure whatever assistance may be available.

10. A full time teaching load for courses taught under government projects is established as follows:

a. 30 hours contact — 5 hours prep for basic education, basic reading, citizenship, English, math, reading, employability, job seeking skills, pre-GED, and career exploration.

b. 24 hours contact — 11 hours prep for English as a Second Language and English Fundamentals.

c. 30 hours contact — 5 hours prep for open labs.

d. In all of the foregoing categories, "preparation time" means time spent in student counseling, tutorial duties, record keeping, materials development, and staff meetings.

Extra Compensation for Travel Time

When a contractual teacher is required to travel and to teach at a facility utilized by the District other than the one where he/she normally performs his/her teaching duties, he/she shall be compensated for such travel time at the rate of seven dollars and eighty three cents ($7.83) for 1985-86 and eight dollars and twenty two cents ($8.22) for 1986-87 per alloted hour, or portion thereof, for each actual trip according to the following scale, in lieu of a reduction in teaching load:

This compensation shall be in addition to the mileage allowance. The foregoing provision shall not be applicable to visitations with students in the Agri-business Division or to an instructor specially employed to teach at a multiple teaching location who is required to travel within the District to fulfill his/her assignment.

One Way Travel Distance in Miles	Time Allotment in hours	Amount Paid for 1985-86	Amount Paid for 1986-87
0-12	none	—0—	—0—
13- 25	½	3.92	4.11
26- 37	¾	5.87	6.17
38- 50	1	7.83	8.22
51- 62	1¼	9.79	10.28
63- 75	1½	11.75	12.33
76- 87	1¾	13.70	14.39
88-100	2	15.66	16.44
101-112	2¼	17.62	18.50
113-125	2½	19.58	20.55
126-137	2¾	21.53	22.61
138-150	3	23.49	24.66

Teachers

1. The District is not to be involved or concerned with where its employees (teachers) choose to live.

2. It should be understood that all employees of the District are responsible for the expense of travel from their homes to their primary work site and vice versa and this mileage will become the base from which all travel expense reimbursement is calculated.

3. Travel expense reimbursement is meant to reimburse those employees of the District who are required by their work assignment to travel on District business over and above the travel mentioned in Statement No. 2

4. Therefore, on any given day, any travel required over and above that mentioned in Statement No. 2 will be reimbursed at the current mileage rate per mile.

5. If on any given day the total amount of travel required of a person because of work assignment is less than the mileage mentioned in

Statement No. 2, there will be no reimbursement.

6. Situations which are not covered by the foregoing provisions shall be given separate consideration by the District Director.

It is understood that the location of a teacher's "primary work site" shall be the site where a majority of the classroom/lab portion of a teacher's assignment is conducted.

When necessary, the primary work site for a teacher will be identified on each semester's tentative and final teaching schedule.

The primary work site for a summer assignment shall be the same as the previous semester's primary work site.

Travel Time Reimbursement for Travel Time Teachers

1. The District is not to be involved or concerned with where its employees (teachers) choose to live.

2. It should be understood that all employees of the District are responsible for the commitment of travel time from their homes to their primary work site and vice versa, and this travel time will become the base from which travel time reimbursement is calculated.

3. Travel time reimbursement is meant to reimburse those employees of the District who are required by their work assignments to incur travel time on District business over and above the travel time mentioned in Statement No. 2.

4. Therefore, on any given day, any travel time over and above that mentioned in Statement No. 2 will be reimbursed at the current schedule identified as Extra Compensation for Travel Time in the Union Agreement.

5. If on any given day the total amount of time committed to travel because of work assignment is less than the travel time mentioned in Statement No. 2, there will be no reimbursement.

6. The payment of dollars for travel time expended in the fulfillment of teaching duties is in lieu of a reduction in teaching load.

7. Approval of travel under the Extra Compensation for Travel Time provision of the contract must have prior approval of the appropriate Chairperson except where travel is required by a teaching schedule.

8. When an instructor is excused from his/her normal teaching assignment to attend a workshop, conference, convention, etc., there will be no travel time compensation.

9. It should be understood that the visitations with students in the Agribusiness Division and the contractual teachers in the Supervisors' Management Technician program are not to be included in this agreement.

10. Situations which are not covered by the foregoing provision shall be given separate consideration by the District Director.

It is understood that the location of a teacher's "primary work site" shall be the site where a majority of the classroom/lab portion of a teacher's assignment is conducted.

When necessary, the primary work site for a teacher will be identified on each semester's tentative and final teaching schedule.

The primary work site for a summer assignment shall be the same as the previous semester's primary work site.

TABLE OF PERCENT TEACHING LOAD

(Class Period)

	Instructional Methods				
Total Periods Per Wk. Assigned	A Large Group Lecture	B Demon. and Discus.	C Lab. or Quiz Section	D Skilled Lab and Shop	Special Assign.
1	6.6	5	4.3	3.8	35
2	13.3	10	8.6	7.6	HOURS
3	20.0	15	13.0	11.5	
4	26.6	20	17.3	15.3	
5	33.3	25	21.7	19.2	
6	40.0	30	26.0	23.0	
7	46.6	35	30.6	26.9	
8	53.3	40	34.7	30.7	
9	60.0	45	39.1	34.6	
10	66.6	50	43.4	38.4	
11	73.3	55	47.8	42.3	
12	80.0	60	52.1	46.1	
13	86.6	65	56.5	50.0	
14	93.3	70	60.8	53.8	
15	100.0	75	65.2	57.6	
16		80	69.5	61.5	
17		85	73.9	65.3	
18		90	78.2	69.2	
19		95	82.6	73.0	
20		100	86.9	76.9	
21			91.3	80.7	
22			95.6	84.6	
23			100.0	88.4	
24				92.3	
25				96.1	
26				100.0	

Section G — Academic Freedom

1. The spirit and policy of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating and publishing of findings in an atmosphere of freedom and confidence.

2. This spirit and philosophy is based on the belief that when students have the opportunity to learn and acquire knowledge from a variety of sources and opinions in an atmosphere of honest and open inquiry, they will develop greater knowledge and maturity of judgement.

3. Therefore, the freedom of each teacher to present within his/her classroom the truth as he/she understands it in relation to his/her area of professional competence is essential to the purposes of our school and society and shall continue to be upheld by the Board and the administration.

4. When the teacher speaks or writes as a citizen, he/she shall be free from administrative and institutional censorship and discipline. However, the teacher has the responsibility to clarify the fact that he/she speaks as an individual and not on behalf of the institution.

5. Visiting Lecturers and Speakers.

a. Teachers may arrange for classroom lecturers or speakers to appear before regularly scheduled classes or groups of classes.

b. The teacher shall be responsible for the relevance of the lecture or speaker's subject matter to the course.

Section H — Lead Teachers

1. The title of the position of teacher-coordinator shall be changed to lead teacher.

2. Appointment of new or additional or replacement lead teachers shall be done by a joint teacher - administrator committee which shall recommend to the District Director the name of the person chosen. Final appointment shall be made by the Board. If the recommended candidate is not appointed the matter shall revert to the committee for a new recommendation.

a. The committee shall consist of three administrators and three teachers within the division (teachers shall be appointed in accordance with Article II Section B-2 of the contract.)

b. Vacancies for such positions shall be posted as prescribed in the contract.

c. Any teacher who wishes to be considered for a position as lead teacher shall file his/her name with the committee.

d. The committee shall recommend only those teachers who meet the prescribed state board qualifications and are regular day school contractual teachers.

e. The committee shall re-evaluate the appointment of the lead teacher every two years.

3. The Division Chairperson and the lead teacher of each program now in operation shall prepare a job description which shall clearly enumerate the duties and responsibilities of the lead teacher, subject to review by the District Director. The job description for any new lead teacher position shall be prepared by the division chairperson and a committee of teachers within the division program.

4. The amount of time which shall be allotted for the implementation of the duties and responsibilities as assigned shall be determined in accordance with the job description.

a. The percentage of teacher load reduction shall be determined by dividing the number of hours per week devoted to coordination duties by 35, as shown in the Special Assignment Column.

b. In determining the necessary amount of special assignment, assessment of hours necessary to implement the coordinating duties and responsibilities shall include but not be limited to consideration of the following:

Size of program(s)
Number of programs
Number of teachers in program(s)
Contact time with industry, business
Student affiliations
Number of students involved
Number of evening programs
Counseling
Placement
Updating programs or development of new programs
Special problems

5. New or additional lead teacher positions may be created:

a. When the division chairperson and the lead teacher or lead teachers in the program jointly recommend that the work load so warrants.

b. Each request for the additional lead teacher position shall be forwarded to the District Director and the Board giving in writing the basic reasons which have determined such request.

c. Upon such recommendations, the Board may create the necessary position.

d. Lead teachers for new or additional positions shall be chosen as in Section H-2 of this contract.

6. The lead teacher shall have the right to resign from the lead teacher position provided he/she notifies his/her division chairperson in writing at least six (6) weeks prior to the completion of the semester. It shall be understood that any such resignation shall not affect his/her status as a full-time contractual teacher provided a teaching vacancy exists.

7. The District Director may recommend to the Board lead teachers who shall be returned to full-time teaching. Six weeks' notice shall be given in writing prior to the completion of the semester. It shall be understood that such transfer shall not affect his/her status as a full-time teacher. The lead teacher so transferred shall have the right of review through grievance procedures provided in the contract.

8. The lead teacher should receive per semester a remuneration at the following rate:

10% special assignment — $ 50.00
15% special assignment — $100.00
20% special assignment — $150.00
25% special assignment — $200.00
30% special assignment — $250.00

9. The lead teacher remuneration shall not in any case be less than what is presently received by any specific lead teacher.

Section I — Clerical Assistance

Clerical assistance will be provided for teachers to type tests, school business letters, prepare dittos, operate copy machines, prepare transparencies and other such duties related to the instructional process. During periods of extraordinary requests for clerical services, teachers will be requested to present material prior to the date of necessary completion and such completion will be on the basis of priority of request.

Section J — Divisions

1. Staff

a. The teacher members of each division, in conjunction with the division chairperson, shall jointly recommend educational policy and procedures to the District Director and the Board.

b. Divisional or inter-divisional meetings shall be called by the appropriate chairperson as needs for such staff meetings arise. They should be well planned with the agenda and the minutes filed with the appropriate chairperson and District Director. Attendance is required unless there is a class conflict.

c. If the majority of teachers within a division so request, a divisional meeting shall be called. Items for the agenda shall be furnished by teachers and the appropriate chairperson. Such meetings shall be convened no later than two school weeks after such request. Teachers and chairpersons shall make mutually satisfactory arrangements for classes.

2. Irregular Staff and/or Duties

Part-time Teachers

If there is a sufficient teaching load in a full-time program which is a continuous one, the Board shall hire in preference to a number of part-time teachers, a contractual teacher, provided a qualified teacher is available.

Section K — Scheduling

1. Scheduling of courses and hours shall be determined in consultation with the teacher and/or lead teacher or division chairperson whichever is most appropriate. The decision of the appropriate chairperson shall be final. A tentative schedule shall be issued to the teacher forty (40) days before the end of the preceding semester.

2. A teacher shall be notified of his/her program at least thirty (30) days before the end of the preceding semester. Necessary program changes shall be made in consultation with the teacher, the lead teacher and the division chairperson.

3. Assignment of instructors to a specific hospital and service shall be on the basis of qualifications, experience and seniority provided a request for specific assignments is submitted in writing sixty (60) days before the end of the preceding semester in which the clinical rotations occur.

4. In order to meet the minimum requirements for extended laboratory experiences for all students in the Health Occupations Division, the Board and the Union agree to work together to reach a mutual agreement which will perpetuate the program.

5. Scheduling of courses and hours for Federal project teachers shall be determined in consultation with the teachers and division chairperson. The decision of the appropriate chairperson shall be final. A tentative schedule shall be issued to the teacher 30 days before the first student contact day. Federal project teachers shall be notified of their schedule at least 30 days before the first student contact day. Necessary program changes shall be made in consultation with the teacher and the division chairperson.

Section L — Retirement Policy

1. If the Board should, due to need of the teacher's

services, renew or extend the teaching contract of a retired teacher who has been a member of the teaching staff of the District, the salary paid to the teacher will be in accordance with his/her placement and classification on the salary schedule at the time of retirement.

2. All other benefits shall also accrue to this teacher in accordance with this contract unless prohibited by Wisconsin Statutes or by the insurance agency or company involved.

3. A contractual teacher who has been employed by the Board for a period of ten or more years and who has attained the age of 60 years and who retires shall have the option to continue the health insurance coverage which he or she was provided while employed at his or he own expense and subject to the approval of the insurance carrier. This option shall terminate if the retired employee obtains gainful employment which entitles him or her to be covered under the new employer's health insurance plan. When permitted by the insurer, the teacher's rights shall inure to the benefit of his/her heirs.

4. One-half of unused accumulated sick leave, up to a maximum of thirty (30) days of full pay, is to be used to continue the payment of health insurance premiums for a teacher and his/her eligible dependents at the time of retirement (disability, early, or normal). The teacher has the option to request (or in the event of the death of the teacher, his/her designated beneficiaries shall receive) a lump sum payment equivalent to the total benefit less any payment for the extended medical coverage. The beneficiary designated under the Board's group life insurance shall receive the payment unless the teacher has filed a different designation in writing with the Board.

5. A contractural teacher who has been employed by the Board for a period of 15 or more years and who has attained the age of 60 years may elect to retire at the end of the year during which that teacher has attained age sixty (60) or in any year thereafter.

Upon such an early retirement, the teacher shall be eligible to receive the following benefit:

a. A monthly retirement payment equal to that which the teacher would receive from the State Teachers' Retirement System had retirement taken place at sixty-five (65). This payment shall be a combination reduced STRS payment and Board payment with the sum equal to age sixty-five (65) benefits.

Section M — Teaching Assignments

1. In assigning teaching duties, first consideration will be given to the primary competence of the teacher and to his/her experience in other fields as a teacher. No teacher shall be subject to teaching assignments other than those specified in his/her area of standard or provisional certification.

2. Teachers shall express in writing preferences in teaching assignments. Such requests shall be submitted at least ninety (90) days before the end of the semester prior to the semester for which the request is made. When any request for a course is not honored, the teacher shall be informed of the reasons in writing. The chairperson shall make the final decision.

3. A current copy of the outline of instruction being used in each course shall be filed with the appropriate chairperson thirty (30) days before the end of each semester. Said outline shall reflect any revisions planned for future use. Forms currently used for this purpose shall be provided by the chairperson.

4. Teachers shall only be assigned duties of a professional nature.

Section N — Teacher Participation

1. Teachers shall notify, in writing, the chairperson of their division and the Assistant Director of Student Services when they believe a student should be dropped from their class for physical or emotional health reasons.

2. The teacher or teachers shall be present at any meeting or conference which is held for the purpose of assessing student action, safety, retention, accidents or behavior in which the teacher is involved.

Section O — Innovations and Changes

1. Contemplated changes or updating considered necessary for continued excellence in the area of effective classroom instruction shall be presented to the administration by the teachers through the division chairperson in any given division and also from recommendations of advisory committees.

2. If the Board requires that a teacher acquire additional knowledge, training, or re-training beyond that required to achieve or maintain certification with the Wisconsin Board of Vocational, Technical and Adult Education, the Board shall provide, at its expense, the necessary training.

3. As much as is possible, innovations and/or changes shall be implemented when the necessary teacher personnel, training, books, supplies and equipment are available or arranged for before the program begins to operate.

4. The administration shall promptly forward requests for certification to the Wisconsin Board of Vocational, Technical and Adult Education. No request for certification shall be forwarded without the consent of the teacher.

5. Laboratory and shop equipment shall be maintained in good educational condition for student use. At the mutual agreement of the instructor and District, the instructor shall be paid at the rate of $9.98 for 1985-86 and $10.48 for 1986-87 per hour for all repair of laboratory and shop equipment.

6. The teacher shall upon request be provided with a copy of the invoice for the items the teacher requisitions.

7. Any teacher who volunteers to move, set up, or unpack equipment as a result of the new campus shall be paid $9.98 for 1985-86 and $10.48 for 1986-87 per hour for hours worked as approved by the division chairperson.

Section P — Teacher Evaluation

1. Teacher evaluation procedures are recognized to be a cooperative effort between the teacher and his/her immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

2. A teacher who is not performing satisfactorily shall be notified by the appropriate chairperson or area coordinator as soon as this becomes evident.

3. A conference between the teacher and the appropriate chairperson or area coordinator making the evaluation shall be initiated immediately for the purpose of implementing improvements or changes in the educational procedures, techniques, materials or facilities available.

4. Once each year the appropriate chairperson or area coordinator shall file with the District Director an evaluation report and each teacher shall receive a copy of his/her evaluation.

5. A joint committee of the Union and the Administration shall remain in force in order to develop an evaluation procedure or form which shall have more relevance in achieving effective, constructive and purposeful classroom instruction.

Section Q — Teacher Files

1. If material derogatory to the teacher is placed in his/her file, he/she shall receive a copy at the time it is placed in the file.

2. The teacher shall then have the right to answer or qualify any material filed and said answer shall be attached to the material in the file.

3. The teacher shall be permitted to place in his/her file any material which he/she feels is pertinent to his/her professional career, performance and qualifications.

4. Communications of a nonprofessional nature or official grievances filed by the teacher shall not be placed in his/her file, nor shall any such material be used in any recommendation for job placement.

5. Upon request and identification the teacher shall have the right to see and to reproduce any material in his/her file with the exception of the material marked confidential by the forwarding agent. It is understood that the file will remain in the administration office and will be read there. Any request for reproduction will also be done in the administration office.

Section R — Recommendations

If any teacher requests a letter or recommendation from the Director or other supervisory employee, and the Director or other supervisory employee agrees to write one, the teacher shall receive a copy of said letter or recommendation.

Section S — Inclement Weather

Teachers shall not have their salary penalized for being absent because of inclement weather. Provisions shall be made by the teachers for students to make up their classroom work on either a formal or informal basis. In the event of circumstances beyond its control (such as: a fuel shortage caused by an energy crisis, superior governmental mandate, a disaster caused by civil disturbance, fire or explosion or acts of God) the Board shall have the right to close the school or reduce hours for a period of time. When it appears the school will be in a position to re-establish normal hours or reopen, the Board shall so inform the Union, and the Board and the Union shall then negotiate a revised calendar for the balance of the term of this agreement.

The parties understand that a reduction in school hours or closing of the school for a period of time shall not be cause for a reduction or increase in the instructor's salary as specified in the contract.

Section T — Selling of Books and Supplies

No contractual teacher employed by District 4 shall directly, or indirectly, engage in the solicitation or selling of school books, supplies or equipment to the district or to students attending district schools, which result in personal gain to such person.

ARTICLE VII

SAFETY AND HEALTH

Section A — Purpose

The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees and students.

Section B — Implementation

1. The Board and the Union will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make school a safe and sanitary environment. The Board and the Union shall appoint a joint Safety Committee. This committee shall be composed of representatives of the administration and representatives of the Union. The total number shall be no more than four (4) unless otherwise mutually agreed with the representatives being selected by the group they represent. The committee shall:

a. Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that adopted safety recommendations have been implemented.

b. Recommend to the Board any necessary in-service staff training in safety.

c. Make recommendations for the correction and elimination of unsafe or harmful conditions or practices.

d. Provide and maintain adequate first aid supplies and equipment, and keep all employees informed of all first aid and safety procedures recommended by this committee.

e. Review all disabling injuries and illnesses, investigate causes of same and recommend rules and procedures for the prevention of accidents and for the promotion of the health and safety of the employees and the students.

2. Where the Area Board of Vocational, Technical and Adult Education District No. 4 specifically requests in writing that a teacher wear safety shoes, safety glasses, protective helmets, or ear plugs, the Board shall furnish same. The items specifically enumerated shall be worn only while performing contractual duties.

Section C — Workmen's Compensation

If a teacher is absent from work due to an incapacitating injury because of an assault or other injury incurred as a result of his/her performing services directly related to his/her employment, the following shall apply:

1. If this injury is covered by Workmen's Compensation, he/she shall receive in addition to the Workmen's Compensation, the difference between this

payment and his/her regular salary for the period of absence caused by the disability from the first day following the incident or accident. This shall be in addition to his/her accumulated sick leave. During this period of time, the teacher's other fringe benefits shall be maintained.

2. In the event this injury is not covered by Workmen's Compensation or is being contested by the Industrial Commission under the Workmen's Compensation Law, the teacher shall still be covered for full salary for a period of time not to exceed 190 days. This shall be in addition to his/her accumulated sick leave as in Section C-1 above.

3. In order to be eligible for this benefit, the teacher shall promptly report the incident to the Board or its designated representative.

4. If a teacher is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

ARTICLE VIII
LEAVES OF ABSENCE

Section A — Rules Governing

1. The Board shall continue to pay all benefits which accrue to any teacher on leave with pay.

2. The Board shall allow the teacher to continue to pay all benefits which accrue while he/she is on leave without pay unless prohibited by Wisconsin Statutes or by the agency or company involved.

Section B — Sick Leave

1. Teachers covered by this agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year of the term of their employment which shall be totally accumulative to 190 days. The ten (10) days shall accrue at the beginning of each school year. In the event the teacher leaves the employment of the Board, a deduction shall be made from the last pay check to reimburse the Board for used but unearned sick days.

2. A newly employed teacher will accrue the ten (10) days for the first contract year immediately.

3. No later than thirty (30) days after the beginning of each new school year, each teacher shall receive an accounting in writing of the total number of sick leave days he/she has accumulated to that time.

4. In the case of a teacher who is absent due to illness where it is necessary to reschedule the class for students and the teacher is in essence also making up the work-absence, no deduction from sick leave shall be made.

5. In computing prorata sick leave, each of the ten (10) months from August through May equals one day. Service for one-half a month or more will be granted one day; for one-fourth to one-half a month a half-day sick leave will be granted.

6. Summer school teachers shall have one additional day of sick leave added to their accumulative sick leave allowance for each additional four weeks or additional fraction thereof that they work beyond the regular 190 day school year.

7. Teachers covered by this agreement who are teaching less than 100 percent but more than 50 percent shall have their sick leave pay computed on a prorated basis commensurate with the percentage of time paid for in the individual's teaching contract.

Section C — Maternity Leave

1. A leave of absence without pay for a period up to one (1) year shall be granted for maternity. Accrued sick leave may be used for all or any part of such leave.

2. Requests for such leave shall be made to the District Director in writing three (3) months prior to the date the leave shall begin. This request shall be accompanied by a statement from the woman's physician stating projected date of delivery, indicating that in the physician's professional judgment the woman may healthfully continue her duties until the projected date of leave, and that should conditions change at a later date, the physician will so advise.

3. A woman shall have the right to continue in her position until date of delivery provided:

a. Such request is made in writing by the pregnant woman.

b. That the request is accompanied by a statement from the woman's physician, on a form to be provided by the Area Board of Vocational, Technical and Adult Education District No. 4, stating projected date of delivery indicating that in the physician's professional judgment, the woman may healthfully continue her duties until the projected date of delivery.

c. That should conditions change at a later date, the woman and her physician will so advise the District Director in writing.

4. A teacher granted such leave shall retain all benefits as if she were in regular service. She shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and, her absence shall not be construed as a break in service for any purpose.

5. A teacher on such leave shall be permitted to make her own and the Board's regular contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. The District Director shall reinstate the teacher on maternity leave at the beginning of the next semester after the end of the leave upon the presentation of a satisfactory medical report.

7. Upon return, the teacher shall be placed in her original position or in a position equivalent to the one previously held.

Section D — Child-Rearing Leave

1. Upon request, a teacher may be granted a leave of absence for up to one year without pay for purposes of rearing a child.

2. Upon return, the teacher shall be placed in the original position, or in a position equivalent to the one previously held.

Section E — Bereavement Leave

1. A teacher who is absent because of the death of a member of his/her immediate family, or a dependent who lives in his/her household shall be paid for the time lost from his/her regularly scheduled duties for a period up to five (5) days.

2. Bereavement leave may also be applied for other members of a family or special relationships upon application and where the existence of special circumstances arises.

Section F — Military Leave

1. All teachers, who enlist for the minimum required time in the given branch of service or are drafted for military service or appointed to government service associated with the military, shall be granted a leave of absence without pay.

2. A teacher granted such leave shall retain all benefits unless prohibited by Wisconsin Statutes or by the agency or company involved as if he/she were in regular teaching service until they are supplanted by the military service.

3. He/she shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and his/her absence shall not be construed as a break in service for any purpose.

4. Every effort will be made to place returning teachers with physical handicaps.

5. A teacher who is a member of a reserve component of the Armed Forces, who is required to enter upon active training duty or temporary special service, shall be paid the difference between the amount of pay he/she receives from the Federal or State Government for such duty and his/her regular earnings, calculated on the basis of his/her normal daily or weekly salary and any additional normal earnings for the time lost while on such duty up to four weeks per year. Such items as subsistence, rental and travel allowance shall not be included in determining pay received from the government.

6. Any teacher required by an involuntary call to report for an induction physical examination shall be excused with pay for such examination. Such absence shall not be deducted from accumulated sick leave.

7. If a veteran has had previous satisfactory teach-

ing experience in a vocational-technical school or a similar type institution, though not in Area Vocational, Technical and Adult Education District No. 4 schools, full year-for-year credit shall be allowed for such teaching experience, plus full credit for each year of military service up to four (4) years. Additional credit for military service may be given at the discretion of the District Director.

Section G — Sabbatical Leave

1. Sabbatical leave may be granted after six (6) years of continuous teaching within Area Vocational, Technical and Adult Education District No. 4.

2. No more than two per cent (2%) of the teachers in Area Vocational, Technical and Adult Education District No. 4 shall be absent on sabbatical leave at any one time.

3. Requests for sabbatical leave are to be made in writing to the District Director before March 1 of the school year preceding the school year for which the leave is sought.

4. Such leave shall be granted for the purpose of study, foreign teaching or other approved reasons for a period not to exceed one year at full salary for the first semester and 70% salary for the second semester; all fringe benefits with continuing seniority shall accrue.

5. The teacher shall remain in the employ of the District for a period of one year following his/her return from sabbatical leave, or reimburse the District for funds received while on leave.

6. Such leave shall be subject to the following financial arrangements:

a. If leave is granted for a full school year of ten (10) months, the teacher shall be paid at the rate of 100% of salary for the first semester; 70% of salary for the second semester based on his/her current salary as of the date such leave begins. The amount shall be paid in equal biweekly installments during the period of the leave.

b. If such leave is granted for a semester, payment of 100% shall be prorated.

c. No sabbatical leave shall be granted for less than a full semester.

d. All such leaves shall be approved by the Board.

7. In the event that a teacher has a specific grant which will afford him/her some financial aid, the Board and the Union will adjust the special circumstances within the meaning of Section G.

Section H — Emergency Leave

1. No deduction of salary shall be made for absence due to the following:

a. Subpoena or Summons to Court. This leave is not available where the subpoenaed party is acting in the capacity of an expert witness and is receiving compensation therefore.

b. Quarantine or contagious disease.

c. Illness or emergency in the family (father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law) requiring the teacher's presence not to exceed five (5) days in any one school year.

d. Absences not covered by the above shall receive special action of the District Director.

Section I — Jury Duty

1. A teacher absent from duty because he/she has been selected for jury duty shall be paid by the Board the differential between his/her regular salary and that for jury duty for the period of time he/she is required to serve for jury duty.

2. Such items as subsistence, travel or other expense allowance paid shall not be included in determining pay received from the government.

3. Such time shall not be deducted from sick leave accumulation or annual personal leave.

Section J — Professional Leave

1. Definition

a. Professional leave shall be defined as release from classroom duties for the purpose of attending professional meetings, seminars, workshops, conferences, conventions, institutes, visiting schools and others of a similar nature.

b. In order to be considered professional, a meeting must meet one or more of the following requirements:

(1) It must be in one's teaching field or in the general field of education, adult education or vocational education.

(2) It must be designed to increase knowledge, skills and understanding of subject or related educational matter.

(3) It must be designed to update knowledge in rapidly changing fields.

(4) It must be designed to improve teaching methods which will, in turn, improve instruction of students.

2. The Board shall reimburse the teacher for all reasonable expenses incurred: i.e., transportation, lodging, meals, and registration or other fees while on approved professional leave.

3. Teachers shall apply to the District Director for professional leave using the form provided. (See Appendix F.) Professional leave shall be granted upon request with approval of the District Director and the Board. If the request is denied, the District Director shall state in writing to the teacher the reasons for the denial, and shall provide a copy of the denial statement to the Union.

4. Proper arrangements for substitutes shall be made by the Administration.

5. The teacher shall not suffer loss of salary and the days shall not be deducted from sick leave or annual personal leave.

Section K — Civic Participation Leave

1. Upon request, a teacher shall be granted such leave without pay for a period of one elective term or an appointive period not to exceed two (2) years.

2. Such leave includes, but is not limited to the following:

a. Election or appointment to an office in the Federal, State, County or Municipal government or subdivision thereof.

b. Election or appointment to an office in a local union cooperative or credit union enterprise serving Board employees.

3. The teacher shall, upon request, be reinstated provided he/she applies for reinstatement within sixty (60) days after the end of his/her term in such office or assignment. Such reinstatement shall not take effect until the beginning of the next school year, unless otherwise approved by the District Director.

4. The teacher shall notify the Board, in writing, of his/her intention of accepting such office or assignment and the leave shall be granted for the duration of only one term of office or appointment.

5. A teacher on such leave shall, if he/she so desires, be permitted to make his/her own and the Board's regular contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. Upon return, the teacher shall be placed in his/her original position or in a position equivalent to the one previously held.

7. A teacher granted such leave shall retain all benefits as if he/she were in regular service. The teacher shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the leave shall not be construed as a break in service for any purpose.

Section L — Union or Federation Service Leave

1. Upon proper request and application, a teacher shall be granted such leave without pay.

2. Such leave includes, but is not limited to, election or appointment to perform service as a representative of the Local Union (Local 243), the International Federation (AFT), the State Federation (WFT) organization as such, or any labor division of a state or federal government agency on an annual, temporary or emergency basis.

3. Such leaves of absence shall be granted only upon the request of the President of any of the above Union or Federation organizations or upon election by the members of any of the above Union or Federation organizations.

4. The teacher shall be returned to his/her original position or to a position equivalent to the one previously held.

5. A teacher on such leave shall, if he/she so desires, be permitted to make his/her own and the Board's contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. A teacher granted such leave shall retain all benefits as if he/she were in regular service. The teacher shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and the leave shall not be construed as a break in service for any purpose.

7. Annual Federation Leave

a. The Board shall make available to the Union ten (10) days annually with pay for Union business or other school activities outside the system provided there is mutual agreement.

b. The President of the Union shall give ten (10) school days' written prior notice to the District Director stating the days of leave needed for the person or persons so designated.

c. The teacher taking such leave shall suffer no loss of pay or deduction from any other type of leave.

d. At no time shall more than two teachers from one division be on Annual Federation Leave.

Section M — Occupational Leave

1. A teacher requesting leave to acquire knowledge and experience in his/her field by accepting employment other than at the school may be granted such leave by the Board.

2. A teacher on such leave shall be permitted to make his/her own and the Board's contributions to all benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

3. The teacher shall be returned to his/her original position or its equivalent unless his/her added experience and training qualify him/her for a different classification. In such cases he/she shall be so placed, if an opening exists.

4. A teacher granted such leave shall retain all benefits as if he/she were in regular service. The teacher shall continue to accrue seniority for salary increments and all other purposes whee seniority is a factor; and the leave shall not be construed as a break in service for any purpose.

Section N — Leave Without Pay

1. Subject to the recommendation of the District Director and the approval of the Board, a teacher who so requests may be granted a leave of absence for up to one to one year without pay.

Upon return, the teacher shall be placed in the original position, or in a position equivalent to one previously held.

ARTICLE IX
SALARY AND TEACHER WELFARE

Section A — Salary Schedule

1. The 1985-86 salary schedule shall be adhered to for all teachers as in Appendix C attached.

2. The 1986-87 salary schedule shall be adhered to for all teachers as in Appendix D attached.

3. Any credits earned previous to service in the system and used for proper placement on the salary schedule are consumed at the time of appointment with the exception that contractual teachers may have credited to their account those credits applied toward obtaining a bachelor's or master's degree. They will be advanced to the proper classification upon presentation of evidence that a degree has been earned. The contractual salary shall be adjusted at the beginning of each semester.

4. Credits as defined in Section A, Item 5, earned but not consumed at the time of placement on the salary schedule and which are appropriate for the next classification shall be credited to the teacher's account. It is the teacher's responsibility to provide such credentials. The contractual salary shall be adjusted at the beginning of each semester.

5. The salary schedule is based upon educational background and practical work expeiences. It con-

sists of four (4) groups and eight (8) sub-groups.

- a. Group I—Two years of college preparation.
  G-1A—Group 1 plus 12 credits
  G1B—Group 1 plus 24 credits
- b. Group II—Three years of college preparation or ninety (90) credits.
  G-2A—Group II plus 12 credits
  G-2B—Group II plus 24 credits
- c. Group III—Bachelor's degree or the equivalent to include three (3) year Registered Nurses plus thirty (30) credits.
  G-3A—Group III plus 12 credits as defined below
  G-3B—Group III plus 24 credits as defined below
- d. Group IV—Master's Degree, Master Craftsman or Group III plus 30 additional credits as defined below.
  G-4A—Master Craftsman plus 24 credits or Group IV plus 12 additional credits as defined below or Master Craftsman with a Bachelor's Degree plus 12 credits as defined below.
  G-4B—Master Craftsman plus 48 credits or Group IV plus 24 credits as defined below or Master Craftsman with a Bachelor's Degree plus 24 credits as defined below.

6. Credit Definitions
   - a. Credit shall be given for movement horizontally on the salary schedule for any credits which are acceptable to a graduate school.
   - b. Credit shall be given for movement horizontally on the salary schedule for any credits which are acceptable to a college or university accredited by the North Central Association of Colleges and Schools, or its equivalent in other states which have content relevant to the instructor's teaching field provided the course is approved by the District Director before the instructor takes the course. If there is disagreement between the teacher and the District Director, the decision of the Board shall be final. This paragraph

shall not apply to any credits completed or work started prior to January 1, 1972.
   - c. The term credit used in G-1A, G-1B, Group II, G-2A, G-2B, Group III — 3 year registered nurses, and with master Craftsman shall mean college credit.
7. Salary and Schedule Definitions:
   - a. Master Craftsman — an individual who is not a college graduate and who wishes to qualify as a teacher with a Master Craftsman classification and receive the regular annual increments must have served a registered apprenticeship and have a total of five years of practical experience in his/her special field of work. Work in closely allied fields will be given half credit, such credit not to exceed an evaluation of more than two (2) years.
   - b. An indentured apprentice in any trade will be given full credit evaluation for the time spent as an apprentice.
   - c. Practical work evaluation will be given for nine (9) years of practical experience, five (5) years of which will be needed to be placed in the Master Craftsman group.
8. Newly employed teachers shall be placed on the salary schedule and shall be credited for:
   - a. All previous degrees and credits earned.
   - b. Teaching evening school classes or part time in the day school program of Madison Area Technical College or other school in District 4, such credit to be alloted on an adjusted prorata basis.

Section B — Professional Growth and Salary Placement

1. It is recognized by the Union and the Board that for the purpose of maintaining and achieving excellence in the area of effective and purposeful classroom instruction teachers shall be expected to pursue a program which contributes to their continuing professional growth.

2. It is recognized that a teacher who attends an

accredited college, university, recognized trade school or recognized industrial training program which provides training or a course of study or gives credit toward a degree in his/her field shall be considered as pursuing a program of professional growth and shall be given credit toward horizontal advancement on the salary schedule.

Section C — Extracurricular Activities and Duties

All extracurricular activities and duties shall be assigned on a voluntary basis.

Section D — Summer School

1. Teaching positions in the summer school shall be filled by teachers on the regular employed staff of the preceding year if such qualified teachers are available and consent.

2. Salaries for teaching in the summer session shall be prorated at 1/190 of the annual salary based on the teacher's rate of the preceding semester and the percentage of the teaching load being taught. Teaching loads during the summer session shall be consistent with Article VI, Section F.

3. July 4 shall be considered a legally paid holiday.

4. The Behind-the-Wheel Driver Training courses will be expcepted from the rate of payment as set forth in two (2) above.

5. Individual contracts for the summer school session shall be issued separately from the regular school year contract.

6. Office hour(s) shall be posted and maintained by summer school teachers.

Section E — Method of Payment

1. Teachers may select one of the following salary options:

   a. Their annual salary payable in 21 or 26 equal installments every other Friday.

   b. Option must be made in writing to the office of the District Director before August 1 of any given school year to be effective for the ensuing school year.

   c. Option, as originally indicated, shall remain from year to year unless changed in writing by the teacher by the time indicated in *b* above.

2. When the date for regular salary payment occurs on a holiday or recess, salary checks shall be paid on the last school day before the holiday or recess.

3. New teachers shall select their option at the time of signing their contract.

4. Teachers who are members of the credit union may arrange for payroll deduction for payment to this organization.

5. The Board shall provide for payroll checks to be distributed at the teacher's choice to:

   a. teacher's mailbox

   b. teacher's home address

   c. teacher's financial institution provided the teacher signs an agreement holding the Board harmless.

6. The Board shall provide for voluntary payroll deductions for those teachers who wish to contribute to WVA and/or one other union approved organization.

7. On behalf of those contractual teachers who wish to participate, the Board shall provide for payroll deduction for group insurance premiums, provided only one insurance company is involved for each type of insurance.

8. A teacher who resigns or is given a leave of absence without pay during a school year is paid on the following prorata basis:

$$\frac{\text{no. of weeks taught}}{\text{38 weeks contract}} \times \text{total yearly salary}$$

If the teacher who resigns or is given a leave of absence without pay during a school year has received checks which do not equal the prorata earnings, an additional full payment is made to the teacher. If the teacher has received checks which exceed the prorata earnings, a refund must be made by the teacher.

9. Teachers' paychecks will not be withheld for failure to timely file the Teachers Final Checkout Report unless the teacher is leaving the employment of the District. Failure to timely file the Teachers Final

Checkout Report may subject the teacher to disciplinary action if such failure to file was without good reason.

Section F — Fringe Benefits

1. Health Insurance

a. The Board agrees to pay $184.80 per month toward the family coverage of the WPS, Wisconsin Physicians Service HMP, group insurance. The Board agrees to pay $72.52 per month toward single coverage of the WPS, Wisconsin Physicians Service, HMP, group insurance. The Board agrees to pay $175.58 toward the monthly premium for Group Health Cooperative family coverage, extended health plan. The Board agrees to pay $67.53 toward the monthly premium for Group Health Cooperative single coverage, extended health plan.

The Board shall retain the right to change and/or add insurance carriers and/or administrators, however, the benefits provided under the health insurance plan may not be changed without agreement of the parties. The health insurance plans are subject to the rules of the underwriting company or cooperative.

The Board agrees to pay 90% of the premium of the dental insurance presently in effect. It is agreed that the Board is free to select the carrier for the above mentioned insurance provided that the benefits under the new carrier will be equal to or greater than the benefits afforded by the policy presently in effect. The Board's contribution of 90% is equal to $12.50 single coverage and $38.73 family coverage.

If the premium for either the health insurance and/or the dental insurance increases during the contract period, the Board agrees to pay the increased cost up to an increase of ten per cent (10%). If the increase is greater than ten per cent (10%), the parties agree to re-open negotiation on the increased cost for health and/or dental insurance only.

2. Life Insurance

The Board shall participate in and pay for 90% of the total cost of Group Life Insurance for teachers. The Board shall exercise its option to provide 75% paid up life insurance at age 65 and 50% paid up life insurance at age 66 or after.

3. Liability Insurance

The Board agrees to carry liability insurance covering employees to the limit of their statutory liability.

4. Physical Examinations

a. The Board shall contract with a qualified clinic or panel of approved physicians, to pay all costs of required physical examinations and X-ray or tuberculin tests for new and continuing staff members.

b. Any teacher may have the required physical examination and/or X-ray or tuberculin tests performed by a physician of his/her own choice. If he/she chooses, the Board shall pay up to $12.50 toward the cost of such examination.

5. The Board shall pay 6% of the teacher's salary as part of the teacher's contribution to the Wisconsin State Teachers' Retirement System. Teachers shall retain full vesting right to these contributions.

6. Tax Sheltered Annuities

On behalf of those contractual teachers who wish to participate, the Board and/or the District Director agree to pass such resolutions and execute such forms as may be necessary under the law to enable the teachers to procure qualified annuities under Section 403(B) of the Internal Revenue Code of 1954 as amended.

7. Long Term Disability Insurance

a. The Board shall pay the full cost of long term disability insurance.

b. All benefits now available to employees shall remain in effect.

c. The Lincoln National Life Insurance Company, Fort Wayne, Indiana is the insurer.

d. The Master insurance Policy numbers are D-15, 612, and D-15, 613, copies of which are filed with the Board and Union.

e. A Certificate of Coverage Form D-15, 612, and D-15, 613, AFC-9-74 shall be given to each contractual teacher.

f. The maximum payments shall be \$2000/month and \$461.53 week or 66$^{2}/_{3}$% of gross monthly/weekly salary.

8. The Union shall receive a copy of all master insurance policies and a sample of all individual insurance policies concerning contractual staff. The Union shall also receive a copy of all communications between the school and the various insurance agencies when such communications are related to the contractual staff as a group.

Section G—Authorized School Business and/or Travel

1. Any teacher designated and/or authorized by the Board, the Director or other designated supervisor, to represent or conduct school business for Area Vocational, Technical and Adult Education District No. 4 which requires travel shall be compensated for his/her expenses as follows:

a. Transportation

(1) Mileage shall be reimbursed at the rate of 22¢ per mile from July 1, 1983 to June 30, 1984.

(2) Teachers who accept travel shall carry insurance coverage of at least \$15,000/\$30,000/\$5,000 and a copy which indicates such coverage shall be provided the District Director.

b. All other reasonable expenses incurred such as lodging, meals, registrations, and/or other fees, phone, taxis or other miscellaneous costs shall be paid in full.

2. A travel claim form is to be submitted by all teachers to enter claims for authorized travel expenses for each trip.

3. For travel between buildings within the Madison complex, teachers shall be paid a total of \$4.00 per round trip or \$3.00 per one way trip.

4. For travel authorized within the District but outside the Madison complex, reimbursement will be as set forth herein.

ARTICLE X

PUBLICATION RIGHTS, INVENTIONS, AND PATENTS

Section A — Board Rights

1. Materials or devices created as part of the officially assigned teacher responsibility shall be the property of the Board.
2. The Board may patent or copyright all such materials or devices in its own name; however, such items shall bear the name(s) of the creator(s).
3. All profits from the production of said material or device shall be returned by the publisher or agent to the school.
4. In order to stimulate such creations:
   a. Fifty percent (50%) of the profits shall be distributed and returned to the innovator(s) and producer(s) of the material or devices.
   b. The remaining fifty percent (50%) shall be placed in a research fund by the Board.

Section B — Teacher Rights

When the materials or devices are created by an individual teacher on his/her own time, the following provisions shall apply:

1. Any written material or patentable projects in the development form may be prepared at school expense and sold through the Bookstore at the cost of production and handling if used in MATC classes.
2. Such materials may be sold by MATC at cost to other Wisconsin vocational schools. However, such schools shall not have any reproduction rights.
3. The copyright and royalties are the property of the individual if the material has been created

solely at the author's expense on his/her own time.

4. Teacher authored books are acceptable in the classrooms provided they have been approved by a committee consisting of teachers within the educational discipline and the appropriate chairperson relating to the book to be used.

ARTICLE XI
COUNSELORS

Section A — Rules Governing

The Board and the Union agree that this section applies to contractual counselors only and does not apply to teachers. As it applies to contractual counselors only, the Board and the Union agree that if anything in this section is not in conformity with or is in conflict with any other sections of the contract, this section shall pre-empt any and all other sections of the contract. The Board and the Union agree that all of the sections of the contract not in conflict with this section shall apply to contractual counselors.

Section B — Definition

A counselor is defined as a person who performs the duties and has the qualification as set forth for certification as a counselor in Wisconsin Administrative Code A-V 3.05.

Section C — Certification Requirements

Each counselor shall meet the certification requirements of the State Board of Vocational, Technical and Adult Education. Failure to maintain current certification will result in no increase in salary until certification status is obtained, and may be cause for dismissal.

Section D — Workday for Counselors

1. Each counselor will be responsible for a 36¼ hour work week consisting of 7¼ hours per day exclusive of up to 1 hour for lunch for a total maximum daily span of 8¼ hours. In order to meet the needs of students and the district, this span of hours

may be assigned by the supervisor between the hours of 7:00 a.m. and 9:00 p.m. Such assignment shall be for no less than a semester. With the approval of their supervisor, counselors may elect to take a thirty (30) minute lunch period. The least senior counselor shall be assigned those hours for which no other counselor volunteers for.

2. Work Outside Scheduled Workday

a. If counselors perform services on noncontractual days, compensatory time will be scheduled with the approval of the supervisor.

b. If counselors perform services beyond the normal workday, compensatory time will be scheduled with the approval of the supervisor.

c. Compensatory time earned shall be taken within 60 calendar days of the date compensation time is earned or when the counselor and the counselor's supervisor agree the compensatory time should be taken.

3. Extra assignments shall be voluntary on the part of the counselor except that the supervisor may make involuntary assignments when sufficient qualified counselors are not available on a voluntary basis or where acceptance of the offer of any counselor to work an extra assignment would result in excessive compensatory time that would unduly disrupt the work of the counselor during the regular hours.

Section E — School Calendar

1. Each counselor shall be given a thirty-eight (38) week teacher contract for the school year defined elsewhere in this contract and for an additional six weeks with prorated salary (29 work days plus the July 4 holiday). The supervisor shall have the authority to assign work weeks in a manner that will have the least adverse effect on services to the institution, its students, and other populations to be served. Attention shall be given to the scheduling needs relative to

the special assignments of each counselor and to the needs and preferences of the counselors as a group.

2. Preparation days, curriculum development and coordination days, student-teacher conference days and final examination days do not apply to counselors. On such days, counselors shall perform their regular duties and work their regular hours unless otherwise assigned.

Section F — Counselor Placement on the Teacher Salary Schedule

1. Counselors already in the employ of the district shall be advanced one step on the salary schedule beyond the step occupied in the previous year unless the maximum step has been reached. A teacher who becomes a counselor as a result of layoff will retain placement on the salary schedule. A counselor who becomes a teacher as a result of layoff will retain placement on the salary schedule.

ARTICLE XII
RULES GOVERNING THIS AGREEMENT

Section A — Conformity to Law

1. If any provision of this agrement is or shall at any time be contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the Union.

2. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

Section B — Changes

With regard to matters not covered by this agreement, which are proper subjects for collective bargaining, negotiations may be initiated at the written request of either party. The collective bargaining agreement representatives of the Board and the Union shall meet to resolve the situation.

Section C — Individual Agreement

The articles in this agreement superside and override items in individual agreements or contracts with contractual teachers.

Section D — Staff Handbook

Any Professional Staff Handbook is considered not to apply to those rights, benefits, and responsibilities which are covered by this agreement between the Union and the Board.

Section E — Reopening

1. At any time after February 15, 1987 and prior to March 1, 1987 either party may give written notice of its intention to open negotiations for a new agreement.

2. Negotiations for subsequent agreement shall begin no later than April 1, 1987.

Section F — Duration

In accordance with Wisconsin Statute 111.70, this agreement and each of its provisions shall be binding on both parties from July 1, 1985 and shall continue in effect through June 30, 1987. In witness whereof the following have set unto their signatures and seals this day ____________

/s/ DAVID J. DEAN, President
Local 243, AFT, WFT, AFL-CIO

/s/ ROBERT BRIEN, Secretary
Local 243, AFT, WFT, AFL-CIO

/s/ ALLEN K. ROSENTHAL, Chairperson
Area Board of Vocational, Technical and
Adult Education District No. 4

/s/ HELEN HENRY, Secretary
Area Board of Vocational, Technical and
Adult Education District No. 4

APPENDIX A

Day School Calendar for the School Year 1985-86

FIRST SEMESTER

Staff Meeting and preparation —August 19
  Staff Meeting 8:30 a.m. to 11:30 a.m.
  Preparation 12:30 p.m. to 3:30 p.m.
Classes Convene[1] —August 20
Labor Day Holiday[2] —September 2
Student-Teacher Conferences —October 2
Mid-term grades due —October 11
Mid-term grade reports received by chairpersons —October 18
Wisconsin Federation of Teachers Convention —October 24-25
  (Delegates to be selected by Teacher's Union Local 243
Student-Teacher Conferences —November 5
Thanksgiving Holidays —November 28-29
Semester final exams —December 16-20
Mid-year Graduation Recognition (2-4 p.m.) —December 20
Semester grades due —December 20
Recess —December 23 thru January 5

SECOND SEMESTER

Staff meeting and preparation —January 6
  Staff meeting 8:30 a.m. to 11:30 a.m.
  Preparation 12:30 p.m. to 3:30 p.m.
Classes Convene[1] —January 7
Student-Teacher Conferences —February 18
Mid-term grades due —February 28
Mid-term grade reports received by chairpersons —March 7
Spring Open House —March 9
Recess —March 24-30
Good Friday Holiday —March 28
Student-Teacher Conferences —April 16
Wisconsin Vocational Association Convention or Preparation —April 17-18
Preparation —May 9

Curriculum Development and Coordination —May 19 & 21
  Interdepartmental and Intradepartmental —May 20
Semester final exams —May 12-16
Semester grades due —May 16
All school graduation (10 a.m.) —May 17

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[1] No new student will be admitted to the classes of his/her choice without the mutual consent of the division chairperson and the teacher after 14 days from the convening of classes in any semester.

[2] The Board recognizes the celebration of Yom Kippur for people of Jewish faith. Staff will be excused should they desire to celebrate this Jewish holiday.

Teachers Contractual School Year

Holidays, Date, Number of Days: 7

Labor Day, September 2
Thanksgiving, November 28
Friday Holiday, November 29
Christmas Eve Day, December 24
Christmas Day, December 25
New Years Day, January 1
Good Friday, March 28

Staff In-Service Days[1] 10

Preparation & Staff Meeting, August 19 & January 6 (Staff meeting 8:30 a.m.—11:30 a.m.; Preparation 12:30 p.m.—3:30 p.m.)
Open House, (Alternate Saturday to be selected later) and March 9 (Half staff each one-half day)
Preparation or WAVAE Convention Attendance, April 17 and 18
Preparation only, May 9
Curriculum Development and Coordination, May 19 and 20, Interdepartmental and Intradepartmental
Teacher In-Service, May 21

Student-Teacher Contact Days 173

First Semester 86

In-class contact days (including Student-Teacher Conference days on October 23 and Nov. 5)

Second Semester 87

In-class contact days (including Student-Teacher Conference days on February 18 and April 16 and Graduation May 17)

[1] The Board through the District Director or his/her designated representatives will cooperate with the Union in developing the program for the Teacher In-Service Day. In the event an agreement cannot be reached, the Board shall make the determination.

Salary Installment Dates - 1985-86

1. August 23, 1985
2. September 6, 1985
3. September 20, 1985
4. October 4, 1985
5. October 18, 1985
6. November 1, 1985
7. November 15, 1985
8. November 27, 1985 — *(for Nov. 29 check)
9. December 13, 1985
10. December 20, 1985 — *(for Dec. 27 check)
11. January 10, 1986
12. January 24, 1986
13. February 7, 1986
14. February 21, 1986
15. March 7, 1986
16. March 21, 1986 — *(for March 23 check)
17. April 4, 1986
18. April 18, 1986
19. May 2, 1986
20. May 16, 1986
21. May 21, 1986 — *(last check in 21 pay plan, for May 30, 1986)
22. June 13, 1986
23. June 27, 1986
24. July 11, 1986
25. July 25, 1986
26. August 10, 1986 — *(last check in 26 pay plan, for August 8, 1986)

APENDIX B

Day School Calendar for the School Year 1986-87

FIRST SEMESTER

Teacher In-service — August 25 (note 3)

Staff Meeting — August 26 8:30 a.m. to 11:30 a.m. and 12:30 p.m. to 3:30 p.m.

Preparation — August 27

Curriculum Development and Coordination — August 28 and August 29

Interdepartmental and Intradepartmental

Labor Day — September 1

Classes Convene — September 2 (Note 1)

Student-Teacher Conferences — October 8

Open House — October 19 1-4 p.m.

Mid-Term Grades Due — October 24

Wisconsin Federation of Teachers Convention — Oct. 30-31

Delegates to be selected by Teachers' Union Local 243

Mid-Term Grade Report Received by Chairpersons — October 31

Student-Conferences — November 18

Thanksgiving Holidays — November 27 and November 28

Recess December 22 thru January 4

Classes Reconvene — January 5

Semester Final Exams — January 9 thru January 15

Final Grades Due — January 15

SECOND SEMESTER

Preparation — January 16, January 19, and January 20

Classes Convene — January 21 (Note 1)

Student-Teacher Conferences — March 4

Recess — March 16 thru March 20

Mid-Term Grades Due — March 27

Mid-Term Grade Report Received by Chairperson — April 3

Open House — April 5, 1987 1 to 4 p.m.

Good Friday Holiday — April 17

Student-Conferences — April 23

Semester Final Exams — May 22 thru May 29

Memorial Day Holiday — May 25

Final Grades Due — May 29

All School Graduation — May 30

Note 1: No new student will be admitted to the classes of his/her choice without the mutual consent of the division chairperson and the teacher after 14 days from the convening of classes in any semester.

Note 2: The Board recognizes the celebration of Yom Kippur for people of Jewish faith. Staff will be excused should they desire to celebrate this Jewish holiday.

Note 3: The Board through the District Director or his/her designated representatives will cooperate with the union in developing the program for the Teacher In-service Day. In the event an agreement cannot be reached, the Board shall make the final determination.

Teachers' Contractual School Year

Holidays, Date, Number of Days: 7		
Labor Day, Septempber 1	1	
Thanksgiving, November 27	1	
Friday Holiday, November 28	1	
Christmas Day, December 25	1	
New Years Day, January 1	1	
Good Friday, April 17	1	
Memorial Day, May 25	1	
	7	7
Staff In-Service Days: 10		
Teacher In-Service, August 25	1	
Staff Meetings, August 26	1	
Preparation, August 27	1	
Curriculum Development and Coordination, August 28-29	2	
Open House, October 19 and April 5 (half staff each one-half day or Alternative Open House)	2	
Preparation, January 16, January 19, and January 20	3	
	10	17
Student-Teacher Contact Days		
First Semester:		
In-Class Contact Days (including Student-Teacher Conferences, October 8 and November 18)	86	86
	86	103
Second Semester:		
In-Class Contact Days (including Student-Teacher Conferences, March 4 and April 23, and Graduation, May, 30)	87	87
	87	190

1986-87 Salary Installment Dates

1. August 25, 1986
2. September 5, 1986
3. September 19, 1986
4. October 3, 1986
5. October 17, 1986
6. October 31, 1986
7. November 14, 1986
8. November 26, 1986 — *(for November 28 check)
9. December 12, 1986
10. December 19, 1986 — *(for December 26 check)
11. January 9, 1987
12. January 23, 1987
13. February 6, 1987
14. February 20, 1987
15. March 6, 1987
16. March 13, 1987 — *(for March 20 check)
17. April 3, 1987
18. April 16, 1987 — *(for April 17 check)
19. May 1, 1987
20. May 15, 1987
21. May 29, 1987 — *(last check in 21 pay plan)
22. June 12, 1987
23. June 26, 1987
24. July 10, 1987
25. July 24, 1987
26. August 7, 1987 — *(last check in 26 pay plan)

APPENDIX C

1985-86 Salary Schedule

	G1	G1A	G1B	G2	G2A	G2B	G3	G3A	G3B	G4	G4A	G4B
1	16560	16675	16784	16843	17735	18617	19059	19835	20613	21002	21478	21952
2.	17517	17624	17739	17799	18666	19537	19969	20762	21558	21982	22547	23111
3.	18476	18587	18699	18758	19574	20397	20807	21651	22490	22964	23619	24270
4.	19425	19541	19649	19705	20696	21683	22178	22851	23525	23945	24690	25429
5.	20384	20496	20605	20665	21562	22461	22909	23669	24432	24928	25759	26586
6.	21335	21448	21560	21615	22512	23411	23862	24627	25391	25914	26830	27748
7.	22288	22397	22511	22567	23465	24366	24815	25580	26346	26895	27897	28910
8.	23244	23350	23468	23525	24426	25325	25772	26535	27297	27878	28974	30067
9.	24200	24310	24424	24483	25381	26276	26727	27488	28252	28859	30042	31224
10.	25153	25267	25381	25433	26329	27233	27679	28445	29208	29838	31112	32384
11.				26388	27286	28189	28636	29399	30160	30823	32179	33543
12.				27343	28239	29136	29587	30350	31115	31810	33251	34703
13.				28299	29193	30094	30548	31466	32386	32787	34322	35863
14.				29252	30153	31049	31498	32416	33340	33770	35391	37018
15.				30211	31108	32004	32453	33375	34294	34755	36462	38182

APPENDIX D

1986-87 Salary Schedule

	G1	G1A	G1B	G2	G2A	G2B	G3	G3A	G3B	G4	G4A	G4B
1	17388	17509	17623	17685	18622	19548	20012	20827	21644	22052	22552	23050
2.	18393	18505	18626	18689	19599	20514	20967	21800	22636	23081	23674	24267
3.	19400	19516	19634	19696	20553	21417	21847	22734	23615	24112	24800	25484
4.	20396	20518	20631	20690	21731	22767	23287	23994	24701	25142	25925	26700
5.	21403	21521	21635	21698	22640	23584	24054	24852	25654	26174	27047	27915
6.	22402	22520	22638	22696	23638	24582	25055	25858	26661	27210	28172	29135
7.	23402	23517	23637	23695	24638	25584	26056	26859	27663	28240	29292	30356
8.	24406	24518	24641	24701	25647	26591	27061	27862	28662	29272	30423	31570
9.	25410	25526	25645	25707	26650	27590	28063	28862	29665	30302	31544	32785
10.	26411	26530	26650	26705	27645	28595	29063	29867	30668	31330	32668	34003
11.				27707	28650	29598	30068	30869	31668	32364	33788	35220
12.				28710	29651	30593	31066	31868	32671	33401	34914	36438
13				29714	30653	31599	32075	33039	34005	34426	36038	37656
14.				30715	31661	32601	33071	34037	35007	35459	37161	38869
15				31722	32663	33604	34076	35044	36009	36493	38285	40091

APPENDIX E

AREA BOARD OF VOCATIONAL
TECHNICAL AND ADULT EDUCATION
DISTRICT NO. 4

Office of the District Director

Madison, Wisconsin

NOTICE OF ELECTION

Contract No. ....

To ....

You are hereby notified that you have been elected by the Area Board of Vocational, Technical and Adult Education District No. 4 to the position of .... in the Area Vocational, Technical and Adult Educational District No. 4 at the .... School for the school year 19______-19______ Your classification is ....

The salary shall be contingent upon the new bargaining agreement. The school year shall consist of ...... weeks of teaching service.

This notice of election is conditioned upon your having met the certification requirements of the Wisconsin Board of Vocational, Technical and Adult Education. Any contract entered into pursuant to this notice shall be void if such requirements are not met.

This notice of election is contingent upon compliance with Wisconsin Laws relating to Vocational, Technical and Adult Education and the policy of the Area Board of Vocational, Technical and Adult Education District No. 4 relating to physical examinations and tuberculin tests.

A copy of a birth certificate or other legal evidence of date of birth must be filed in the District Director's office by all new employees.

You are hereby notified that a collective bargaining agreement exists between the Area Board of Vocational, Technical and Adult Education District No. 4 and Madison Area Technical College Teachers' Union Local 243, AFT, WFT, and AFL-CIO. The Union has been recognized as the sole and exclusive bargaining representative for professional classroom teachers teaching at least fifty percent (50%) of a normal teaching schedule. (A copy of this contract may be obtained from the Union.)

On the attached sheet at your earliest convenience and not later than April 15 following, please notify the District Director of the Area Vocational, Technical and Adult Education District No. 4 of your acceptance or non-acceptance of the position to which you have been elected. Unless your acceptance is received by April 15 following, this notification of election shall expire and will be null and void.

Date: March 15, 19____________

Madison, Wisconsin

District Director ....

Electee ....

(In case of acceptance, this Notice of Election retained by you and the attached sheet signed and returned to the District Director, constitute a contract between you and the Area Board of Vocational, Technical and Adult Education District No. 4).

ACCEPTANCE

Contract No. ....

I hereby accept my election by the Area Board of Vocational, Technical and Adult Education District No. 4 to the position of ....in the Area Vocational, Technical and Adult Education District No. 4 at the .... School for the school year 19... -19 ... (Classification ....).

The salary shall be contingent upon the new bargaining contract.

I expressly accept all the provisions and conditions contained in the Notice of Election hereinbefore described and said Notice of Election is made a part of the Acceptance as if fully set forth herein.

Mr., Mrs., Miss., Ms. ....

Local Address ....

Home Address ....

Date Signed ....

Date: March 15, 19...
Madison, Wisconsin

AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT NO. 4

Addendum to Contract No. ..

To: ....

In accordance with the Agreement between the Area Board of Vocational, Technical and Adult Education District No. 4 and the Madison Area Technical College Teachers' Union Local 243 for the ...... School Year, and your Notice of Election date dated ..... you are hereby notified that the base salary rate for your classification .... is $ ....

This Addendum to Contract No. .... is to be attached to said contract and becomes a part thereof.

Date: ....
District Director

Please acknowledge receipt of this Addendum by signing the attached copy and returning to the Office of the District Director by ....

Date: ....
Signature

APPENDIX F

AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT NO. 4

Request For Approval Of Attendance At Professional Meeting

Name .... Date. . . . . .

Division ....

I would like permission to attend ....
(Name of Meeting)

at.. from. . . . . . .
(City and State) (Date)

to .... with estimated expense
(Date)

of $ .... to be paid by the Area Board

..................................., outside agency. . . . . . .,

myself ....

I am a member of this organization ....

I think my attendance at the above meeting would benefit the District in the following way:

....

....

....

This is my . . . . . . first, ... second, ...
third, ... final request for this school year.

Approval of Chairperson .... Date. . . . .
(Signature)

I will ...., will not . . . . . recommend approval by the Area Board.

District Director .... Date. . . . .

The Area Board of Vocational, Technical and Adult Education District No. 4 approved your attendance at the above meeting with ...., with partial . . . ., without . . . . . expenses paid at their meeting on ....

....
District Director

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1986 - 87

Master contract agreement between the

AREA BOARD OF MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

and the

MID-STATE VOCATIONAL, TECHNICAL FACULTY ASSOCIATION

MSTi

MID-STATE TECHNICAL INSTITUTE
Five Hundred 32nd Street North, Wisconsin Rapids, WI 54494
M. H. Schneeberg PHD. District Director 715/423-5650

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PREAMBLE

This Agreement is entered into between the Area Board of Mid-State Vocational, Technical and Adult Education District, hereinafter referred to as the "Board" and the professional employees represented by the Mid-State Vocational-Technical Faculty Association, hereinafter referred to as the "Association".

The articles stated in this agreement supersede all policies and procedures described in the District Personnel Policies and Procedure Manual.

The intent of this document is to establish by mutual agreement an employment agreement which will assist the Board and the Association to fulfill the mission and objectives of the Mid-State Vocational, Technical and Adult Education District.

ARTICLE I

RECOGNITION

The Board recognizes the Association as the exclusive negotiating representative on questions of wages, hours and conditions of employment for all full-time teaching personnel who teach 50% or more of a full teaching schedule including classroom teachers, librarians, media specialist, and guidance counselors; excluding all supervisory personnel, the director, administrative personnel, business manager, coordinators, teaching interns, noncontract or substitute teaching personnel, custodial, maintenance, clerical employees, and all other non-instructional professional or para-professional personnel.

ARTICLE II

BOARD RESPONSIBILITY

1. Development, implementation and maintenance of an educational environment within the Mid-State Vocational, Technical and Adult Education District jurisdiction requires that all personnel employed by the Board have a clear understanding of rights, authority, and responsibilities vested in the Board by the Constitution of the United States, and the laws and Constitution of the State of Wisconsin. The rights, authority, and responsibilities of the Area Board of Mid-State VTAE District Organizational Manual, Chapter I, page 2, adopted January 14, 1979 by official Board action are as follows:

    a. To administer, develop, manage, and control the entire vocational district, its present and future properties and facilities and the activities of its employees within the total program conducted by the Board.

b. To administer, manage and control all fiscal matters within the District including establishment of the authorized tax levy, disbursement of funds, collection of revenue, and establishment of an annual budget as deemed necessary by the Board.

c. To employ all personnel, subject to the provisions of laws, and determine their qualifications, the conditions of their continued employment, promotion, dismissal or demotion or to transfer or reassign personnel for the educational welfare of the District.

d. To create, develop, combine, or eliminate any or all employee positions deemed necessary or advisable.

e. To establish, operate, supervise and maintain programs and courses of instruction, including special programs, and to provide for athletics, recreational and social needs of students.

f. To decide upon means and methods of instruction, selection of textbooks and other teaching materials or media, and use of all teaching aids utilized by District personnel.

g. To determine class schedules and classroom assignments, hours of instruction and duties, responsibilities, and assignments of all employed District professional personnel including non-teaching activities within the total District program, and to terms and conditions of employment.

h. To determine the duties, responsibilities, assignments, terms and conditions of employment, and location of employment of all non-professional District personnel.

2. The Board reserves the right to implement any or all of the foregoing statements of responsibility, except as modified by this Agreement either directly as a function of the Board or indirectly by delegating authority and duties to employed administrative and supervisory professional personnel. Persons assuming the duties and authority delegated by the Board are considered to be an extension of the legal responsibilities vested in the Board by the laws and Constitution of the State of Wisconsin and of the United States.

3. Article II shall not be deemed to limit the negotiability of wages, hours, and conditions of employment.

ARTICLE III

ASSOCIATION RESPONSIBILITY

1. The Board recognizes under Section 111.70 of the Wisconsin Statutes the right of every professional employee to organize, join and support the Association for the purpose of engaging in collective bargaining.

2. Neither the Board nor the Association shall discriminate against any employee or in the hiring of any employee on the basis of race, color, creed, national origin, sex, sexual orientation, age, marital status, arrest and conviction record, handicap, or membership in or association with the activities of any employee organization.

3. The Board shall make available to the Association upon its written request all matters of public record concerning the District which the Association may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

4. The Board agrees to make available upon written request by the Association within ten (10) working days all available information which may be needed by the Association in order to intelligently process any grievance or complaint. Confidential and personal information except credentials is to be made available only with the written consent of the professional employee involved.

5. Whenever members of the Association are scheduled by the administration and the Association to participate jointly during working hours in grievances, investigations, or negotiations respecting the collective bargaining agreement, they shall be granted the necessary time and shall suffer no loss in pay.

6. The Board agrees to provide adequate bulletin board space in each separate school in the District for the purpose of posting notices and bulletins regarding the business or activities of the Association.

7. The Association shall have the right to hold meetings in the school building within the District upon proper notice to the administration and subject to the education program.

ARTICLE IV

NEGOTIATION PROCEDURE

1. Each year, during the month of February, the Board and the Association agree to meet to confer and negotiate in good faith in accordance with the procedures set forth herein in an effort to reach agreement on all matters raised by either party concerning questions of wages, hours, and conditions of employment. Any agreement reached shall apply to all members represented by the Association, be reduced to writing, and be executed by the appropriate and duly authorized officer or officers of the Board and the Association.

2. During such negotiations, the Board and the Association will present relevant data, exchange points of view and make proposals and counter pro-

posals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the foregoing negotiation process. The initial negotiation session shall be conducted in accordance with open-meeting requirements established by Section 111.70 of the Wisconsin Statutes.

3. An impasse shall occur when the Board or the Association refuses to meet and negotiate at reasonable times in an effort to arrive at such an agreement. In the event of an impasse, the Board and the Association will follow the procedures set forth in Section 111.70(4) of the Wisconsin Statutes.

4. The Board agrees not to negotiate with any professional employee's group organization, or individual other than the Association in regard to any matters concerning questions of wages, hours, and conditions of employment pertaining to members of the bargaining unit.

5. This Agreement may not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

6. This Agreement will be considered a base Agreement for all future contracts between the Board and the Association. Any request for deletions, changes or modifications in future negotiations will be made in writing and will refer to the page, article and paragraph to which said deletions, additions or modifications are proposed. It is understood that portions of this Agreement not specifically re-negotiated shall remain in effect as written in the previous Agreement.

7. Press releases concerning negotiations shall whenever possible be mutually approved by the Board and the Association. This is not to preclude keeping the Association membership and the Board members informed as to the progress of the negotiations. If the two parties fail to agree on a joint release, either party may then issue a unilateral press release.

ARTICLE V

GRIEVANCE PROCEDURE

Section A - Purpose

The purpose of this procedure is to provide an orderly method of resolving differences arising during the term of this Agreement. A determined effort shall be made to settle any such differences through the use of the grievance procedure, and there shall be no suspension of work or interference with the operations of the schools during the term of the Agreement.

Section B - Definition

A grievance shall mean an allegation that there has been a specific violation of this agreement.

Section C - Procedure

1. An individual professional employee or the Association may present a grievance. An individual professional employee may have the grievance adjusted with or without the assistance of the Association, as long as the adjustment is not inconsistent with the terms of this Agreement. An Association representative, if requested, may assist the professional employee in processing a grievance at any step of the grievance procedure. The grievant must, however, furnish the Board with a statement certifying that the grievant's Association representative has the delegated right and authority to resolve the disputed issue.

The Association may be present at any grievance procedure with or without the professional employee's consent. A grievance shall be presented at a time other than during the professional employee's contract hours and shall be in accordance with the following procedure:

Step 1

An earnest effort shall first be made to settle the matter informally between the professional employee and the professional employee's immediate supervisor. If the matter is not so settled, the grievance shall be presented in a written "statement of grievance" by the professional employee to the immediate supervisor and Association no later than ten (10) days after the facts upon which the grievance is based first occurred.

a. The "statement of grievance" shall state the name of the professional employee involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the professional employee with respect to these provisions, and shall indicate the relief requested. The immediate supervisor shall give a written answer no later than ten (10) days after receipt of the "statement of grievance". One (1) copy shall be submitted to the professional employee who submitted the grievance, one (1) copy to the campus supervisor, and one (1) copy to the Association.

b. The time limitation for submitting a grievance by a new employee shall be extended to 30 days during a new employee's first six weeks of employment. After the first six weeks, the time limitation shall be ten (10) days. The Board shall have thirty (30) days to answer any grievance submitted by a new employee during the employee's first sixt weeks of employment.

Step 2

If the professional employee is not satisfied with the disposition made at Step 1, the professional employee may no later than five (5) days after receipt of the immediate supervisor's answer in Step 1, refer the grievance to the campus supervisor. The campus supervisor shall give a written answer no later than five (5) days after receipt of the grievance. One (1) copy shall be submitted to the supervisor, one (1) copy to the professional employee who submitted the grievance, one (1) copy to the district director, and one (1) copy to the Association.

Step 3

If the professional employee is not satisfied with the disposition at Step 2, the professional employee may no later than five (5) days after receipt of the campus supervisor's answer in Step 2, refer the grievance to the district director. The district director shall give a written answer no later than five (5) days after receipt of the grievance. One (1) copy shall be submitted to the campus supervisor, one (1) copy to the supervisor, one (1) copy to the instructor who submitted the grievance, and one (1) copy to the Association.

Step 4

If the professional employee is not satisfied with the disposition made at Step 3, the professional employee may no later than five (5) days after receipt of the district director's answer in Step 3, refer the grievance to the Board by letter addressed to the Board chairperson. The Board shall give a written answer as soon as practicable following the first regular monthly meeting of the Board after the Board chairperson's receipt of such referral letter. The Board shall submit one (1) copy to the district director, one (1) copy to the campus supervisor, one (1) copy to the supervisor, one (1) copy to the professional employee who submitted the grievance, and one (1) copy to the Association.

Step 5

a. If the professional employee is not satisfied with the disposition at Step 4, or if the Board has not rendered its answer within fifteen (15) days after its first regular monthly meeting after the Board chairperson's receipt of such referral letter, the professional employee may, no later than five (5) days after receipt of the Board's answer or twenty (20) days after such first regular monthly meeting of the Board, which ever is sooner, request in writing to the chairperson of the Association's Grievance Committee that the grievance be submitted to arbitration. If the Grievance Committee decides the grievance should be submitted, it shall notify in writing the Board chairperson of such decision no later than fifteen (15) days after its receipt of the request for arbitration by the professional employee.

b. Within ten (10) days after such notice of submission to arbitration has been received, either party may file a written request with the Wisconsin Employment Relations Commission to appoint a commissioner or members of its staff as arbitrator to determine the matter.

c. The arbitrator so selected will confer with representatives of the Board and the Association, and hold meetings promptly and will issue a decision on a timely basis. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions of the issue submitted. It is understood that the function of the arbitrator shall be to interpret and apply specific terms of the Agreement. The arbitrator shall have no power to make salary adjustments unless there has been an improper application of the salary provisions of this Agreement, or add to, subtract from, amend, alter or modify any terms of this Agreement. The decision of the arbitrator will be final and binding on both parties.

d. All arbitration procedures shall be held at such place as shall be mutually agreed upon between the District and the Association. If the District and the Association are unable to agree, the place of the hearing shall be designated by the arbitrator.

e. All expenses incurred in connection with the arbitration proceedings shall be borne equally between the District and the Association. If either party desires a transcript of testimony to be prepared for the arbitrator, such will be an expense which will be shared.

2. The parties agree to follow each of the foregoing steps in the processing of a grievance. If the representative or representatives of the District fail to give a written answer within the time limit set out for any step, the professional employee may immediately refer the grievance to the next step. If a grievance is not referred to the next step within the specified time limit it shall be considered withdrawn. The time limits specified for a particular step may be extended by mutual agreement of the persons involved in the disposition of a grievance at the step. Saturdays, Sundays and legal holidays shall be excluded in computing time limits under this section.

3. Any grievance which the Board or any delegated representative of the Board wishes to initiate may be commenced through the campus supervisor at Step 2, and, thereafter, the procedure shall be the same as for other grievances.

ARTICLE VI

WORKING CONDITIONS

Section A - Retention - Dismissal

All professional employees of the District shall be initially employed by the District on a probationary basis. A professional employee employed by the Board who has no previous postsecondary teaching experience shall serve a three (3) year probationary period. Those with at least 3 years postsecondary teaching experience shall serve a two (2) year probationary period. During the probationary period, a professional employee may be dismissed or nonrenewed for any reason without recourse to the Grievance Procedure contained in Article 5 of this Agreement. During the probationary period, the professional employee will be given guidance, assistance and recommendations for professional improvement.

1. Renewal - Non-Renewal

a. The Board may refuse to renew any professional employee's teaching contract for the ensuing school year for reasons of insubordination, misconduct, immorality, inefficiency or other just cause. This provision shall not be applicable to employees issued a probationary contract during their first two (2) years of employment as a bargaining unit member with the District.

b. The provisions of Section 118.22, Wis. Statutes, shall be applicable to professional employees of the District.

c. In the event the Board intends to issue a notice of refusal to renew a professional employee's contract, it shall, at least fifteen (15) days prior to March 15, notify the affected professional employee, in writing, that it is considering non-renewal of the professional employee's contract. Said notice shall contain a statement of the reason or reasons for the contemplated action, and that the professional employee shall be entitled to a private conference with the Board respecting such contemplated action if a request is filed with the Board within five (5) days of the notice provided for herein. Said conference shall be held within fifteen (15) days of the request therefore.

d. Any professional employee whose contract is not renewed shall have all rights of appeal as may be provided for in such cases, by the Wisconsin Statutes.

e. If the notice provided for in sub-paragraph b above is not given on or before March 15, the contract then in force shall be continued for the ensuing school year. A professional employee who receives a notice of renewal of a contract for the ensuing school year or a professional employee who does not receive a notice shall accept or reject in writing such contract not later than the following April 15.

2. Suspension

a. Any professional employee may be temporarily suspended by the Campus Supervisor for insubordination, misconduct, immorality, ineffficency, or for any other just cause. The suspension shall not exceed a four hour period. Any suspension extending beyond four hours must be reviewed and approved by the District Director or his designee. Pay shall be suspended upon receipt of written suspension notice, and if the charges are substantiated, the suspension period shall be without pay. If such charges are not substantiated, the employee shall then receive pay for the term of such suspension period.

b. Suspension shall be subject to the grievance procedure commencing at Step 4.

3. Discharge or Demotion

a. Discharge or demotion of a professional employee may be made only for just cause and only after such charges, notice, hearing and determination thereof as are provided in this policy.

b. All charges against a professional employee shall be made in writing signed by the person making the same, and filed with the secretary of the Board.

c. The Board, if it decides to proceed upon such charges, shall furnish the professional employee with a written statement of the charges, and shall, upon written request of the professional employee provide for a hearing to take place within thirty (30) days of receipt of the notification.

d. On the filing of charges in accordance with this section, the Board may suspend or re-assign the accused professional employee from active performance of duty until a decision is rendered by the Board.

e. Final decision of the Board shall be subject to the grievance procedure commencing with Step 5.

f. If the professional employee is not satisfied that fair and equitable procedures have been followed or that the decision as to the professional employee was not entirely an impartial judgement, the professional employee shall have the right to appeal the decision according to Wisconsin Law.

4. Non-Probationary Staff Layoff Procedures

a. Criteria

1. For the purposes of layoff, displacement, and recall under this section, an employee must be certified or certifiable by the state and qualified in the discipline of the occupational program or academic courses in the instructional assignment for which he/she is to work to be eligible for displacement or recall.

2. An employee is certified or certifiable and qualified in an occupational program if he/she holds or qualifies for a Standard Life, a Five-Year, or a Provisional Certification in the occupational program and has at least two years of related occupational experience relevant to the program. Relevant occupational experience is working on a target job of the occupational program or directly supervising employees in a target job of the program for at least two (2) years. Other factors that will be considered in addition to relevance and recentness of occupational experience, but not limited to, will be educational background and teaching experience.

3. Academic Assignment. An employee is certified or certifiable and qualified in an academic instructional assignment if he/she holds or qualifies for a Standard Life, a Five-Year, or a Provisional Certification, or has at least twenty (20) additional educational credits appropriate to the courses in that academic instructional assignment.

b. Selection Procedure

Whenever the District decides to reduce staff in an occupational program or academic instructional assignment, the selection of employees to be laid off shall be according to the following procedure:

1. To the extent feasible, a reduction in staff shall be accomplished through normal attrition in the occupational program or academic instructional assignment.

2. If the reduction in the occupational program or academic instructional assignment cannot be achieved through normal attrition, then part-time employees, provided that their qualifications are equal to full-time employees in the occupational program or academic instructional assignment, shall be laid off before full-time employees.

3. If further reduction in the staff of the occupational program or academic instructional assignment is made, then the layoff of full-time employees, provided that their qualifications in the occupational program or academic instructional assignment are equal, shall be on a seniority basis.

4. If two or more instructors hired before May 1985 have letters from the district verifying employment and the dates on the letters are the same, then qualifications shall prevail. For all instructors hired after May 1985 the District shall establish seniority at the time of hiring. The District shall notify the new employee of his/her particular seniority standing in the initial letter of employment.

   The practice of pro-rating seniority for part-time employees in the association shall continue.

c. Notification

The initial employee selected for layoff after April 15 shall, based on board option be given layoff notice or a conditional contract by May 1. A layoff notice indicates final notice that internal or external factors require a reduction in teaching staff. A conditional contract will be offered when the staff member's need is questionable but the district board desires to maintain the program. The conditional contract allows the notified employee employment for the first semester. If internal and external factors indicate that the employee will not be utilized during the second semester, notification by November 1 will place the employee on layoff for second semester.

d. Displacement

1. A full-time employee who receives notification of layoff may displace any full-time or part-time employee with less seniority in an occupational program or academic instructional assignment for which he/she is certified or certifiable and qualified.

2. An employee who receives a notice of layoff has twenty (20)

working days from the notification date to notify the District Director whether he/she wishes to displace another employee with less seniority in an occupational program or academic instructional assignment for which the employee is certified and qualified. A full-time employee who is displaced by this procedure shall have twenty (20) working days to notify the District Director whether he/she wishes to displace another employee with less seniority.

3. If displacement notices are received by the District Office, and if the District displaces an employee, then the displaced employee may be issued their layoff notices after the notification dates stated in Section A, Paragraph 3.

4. An employee who displaces another employee shall be considered on probationary employee status for the duration of the first two (2) contract years after assuming the new position within a different academic discipline in which the employee had never taught before. This employee has full association membership status.

5. Any one employee has a possibility of displacement only twice in a contract year.

e. Recall

1. Any and all re-employment rights granted an employee on layoff shall terminate upon:

    (a) The expiration of the re-employment rights period. The term (re-employment rights period" means two (2) years following the effective date of layoff.

    (b) Failure to accept, in writing, within ten (10) days any full-time position offered. Notification shall be made by certified mail.

    (c) Failure to update most recent address and telephone number with the Personnel Manager.

2. Bargaining unit members will not lose their recall rights if they secure other employment during the layoff.

3. If a bargaining unit member is recalled to full-time employment, reinstatement of seniority and sick leave will be made at the same amount that had been accrued at the effective date of layoff.

4. If certifiable by the State and qualified in the discipline by meeting the qualifications in the position discription the employee on layoff may claim seniority priority to a vacant position within the 2-year recall period.

5. The President of the Faculty Association shall be kept informed of all correspondence regarding layoff and recall.

5. Late Resignation

a. The Board may accept teacher resignations up to July 1 of any given year without penalty. Resignations received after July 1 will be considered by the Board only if a suitable replacement can be found by the opening day of school.

b. If a professional employee resigns within thirty (30) days of the first school day of a new school year, the Board shall have the discretion of either (1) assessing $250 as liquidated damages for breach of contract, or (2) refusing to accept the resignation until a suitable replacement can be found. The assessment of liquidated damages shall be at the Board's discretion.

Section B - School Day and School Week

1. Each full-time contractual professional employee shall be responsible to the District for an eight-period span daily, Monday through Friday. A period is defined as not more than 60 minutes continuous span of time.

2. The span of work time for each professional employee shall not exceed eight hours, including a one hour meal break at an appropriate mid-point of his/her work day.

3. If responsibilities for an affiliation causes a teacher to work beyond the normal nine (9) hour span of time, then compensation shall be paid at a rate equal to $5.00 per 50 miles of distance traveled. It is understood that this provision, and the nine (9) hour provision stated in sub-paragraph 2 pertains to affiliations that are conducted in medical facilities located outside of the instructor's community of assignment.

4. Any faculty member who has completed one full year of employment as an instructor at Mid-State Technical Institute, may be assigned a workload of 8 consecutive hours extending into evening credit course offerings in order to avoid a layoff of the faculty member. Employees assigned to more than thirty-five (35) hours per week shall be compensated at 1/1330 of the employee's salary for each additional hour.

5. Professional employees are expected to fulfill other professional responsibilities such as pre-instructional planning, student counseling, and other functions as defined by Mid-State VTAE District Organizational Manual, Chapter I, page 5, during contract hours of employment. Requests to leave campus for professional or personal reasons, except for lunch, must be cleared through the professional employee's immediate supervisor.

Section C - Activity Period Schedule

The uniform daily schedule, Monday through Friday, of class periods shall have an Activity Period scheduled each week during the same period of the selected day. The Activity Period will be used for school and district faculty meetings (general, departmental, committee, etc.) and for faculty advised student groups (Student Senate, Tech Tales, education clubs, etc.).

Section D - Course of Study and Course Outlines

1. Classroom instructors shall be required to participate in the District's curriculum development plan. Each year, classroom instructors shall prepare at least one course of study, or some other curriculum related project. Prepared material will be professionally completed, and shall be submitted to the individual's immediate supervisor by May 15 of each year. Personnel will not be required to prepare a course of study until the course is being taught by the instructor for the second time.

2. A copy of a current course outline must be on file before a course can be taught. If a course outline is non-existing, or out-dated, then the instructor teaching the course shall be responsible for either establishing or updating the course outline in question. All course outlines must conform to the instructional intent approved by the Wisconsin VTAE Board staff.

3. Personnel assigned functions other than classroom instruction shall be required to prepare a descriptive report detailing their activities for the year. The report shall contain a narrative, statistical data, and recommendations for the future development of the described function. This report shall be due on the staff members last date of employment for the current school year contract.

Section E - School Calendar and Extended-Time Wages

1. A regular school calendar shall be negotiated each year and shall be included in the appendix of this agreement. The school year shall consist of 190 days and shall include 175 student-institution contract days, 6 holidays, 5 record days, and 4 staff inservice days.

2. Special school calendars including programs not covered by the regular school calendar shall be established by the district in conjunction with personnel in the affected programs. Special provisions required by Wisconsin Administrative Code, Wisconsin VTAE Board action, or by licensing boards shall be considered when establishing the calendar.

3. Full-time instructional personnel whose contract extends beyond the normal (190 days) contract shall be paid 1/190 of their contract salary per day for each day their contract extends beyond the 190 day calendar.

Section F - Teaching Load

1. A Staff Utilization Committee shall be appointed on or before March 15 for a twelve month term effective March 15. The committee shall consist of 4 members (two appointed by the Board and two by the Association). The function of the committee shall be to meet, as necessary, to develop a plan for the best utilization of the professional staff. A meeting may be initiated by request to the co-chairpersons from any committee member.

2. The Staff Utilization Committee shall function within guidelines established by the administration and the Faculty Association. Such guidelines will not become part of the contract or alter or change any existing part of the contract unless agreed by the Administration and the Faculty Association.

3. The Staff Utilization Committee will utilize the following procedure:

a. Committee meets after scheduling is completed to review workloads with particular attention to exceptions to the normal workloads.

b. An Association member and immediate supervisor, shall, at the request of either party, meet with the committee to present concerns.

c. The committee decision shall be presented to the Educational Services Administrator for consideration.

d. The Educational Services Administrator reviews the assignment and may serve as a mediator for committee deadlocks.

e. The Staff Utilization Committee shall make final decision.

Section G - Substitute Teaching

1. Substitute teaching shall be voluntary on the part of the professional employee.

2. It is the intention of the Board not to utilize full-time contract personnel to substitute, and administration will attempt to obtain other qualified substitutes.

Section H - Teaching Assignments and Vacancies

1. The Board retains the right to make subject assignments and to make transfers between schools as necessary to the best interest of the District. Assignments and transfers will take into consideration the professional employee's professional training and competence. In making involuntary assignments and transfers, the convenience and wishes of the individual professional employee will be considered to the extent they do not conflict with the instructional requirements and best interests of the District and the students. Travel will be paid to the professional employee from the professional employee's base or reporting school to the secondary assignment and return at the regular rate, actual mileage to be determined by the District Director. Time required for travel will be included within the eight hour day.

2. No professional employee shall be required to teach classes in a part-time or apprenticeship program during the day or evening if said employee has a full-time teaching load during the day.

3. Professional employees may express, in writing, to the administrator charged with scheduling preferences in teaching assignments. Such requests shall be submitted at least three (3) months prior to the beginning of the school year for which the request is made. Teaching assignments and other duties are to be assigned according to the professional employee's academic preparation, professional experience, and individual abilities. Exceptions by mutual consent may be made to this in the interests of the welfare of the professional employee or students or for emergency reasons. Qualifications being equal, seniority shall prevail.

4. When posting vacancies the notice of a vacancy shall be posted throughout the district. This notice will be placed on the bulletin boards and a copy sent to the president of the Association. The posting will remain open for ten (10) working days, and shall include the job classification and a brief description of the job duties, including minimum qualifications and required skills. Only those employees who make application during the ten day posting period will be considered as internal candidates for the job. All employees who make application for a job shall be notified as to whom received the position.

5. It is not the intent of the District to overutilize faculty members or to assign teaching to administrators in a given department in order to reduce that department by one or more association members.

6. Any action under this section may be subject to review by the Staff Utilization Committee, if requested.

Section I - Seniority for Teaching Assignments

1. Seniority shall be defined as beginning with the original data of employment within the District as a full-time employee.

2. Seniority in a department shall accrue from the date of assignment or transfer to that department.

3. A list shall be prepared by the administration showing the seniority of each professional employee. A copy of the list will be available to the Association.

Section J - Instructional Standards and Performance

The performance of each professional employee will be continuously evaluated by supervisory personnel employed by the Board. New personnel will be informed during pre-school in-service of all school and district requirements including school program, course objectives, school resources, and performance requirements. New personnel will be actively assisted by immediate supervisors and other administrative personnel during the first semester of assignment.

Section K - In-Service Training

A District in-service training committee with instructional personnel represented shall be appointed by the District Director to plan the in-service training schedule for the forthcoming school year. Proposals for the next school year shall be submitted to the District Office by May 1 each year.

Section L - Personnel Records

Employees must be made aware of disciplinary information and data placed in a personnel file. This excludes credentials from colleges, medical information and reference letters concerning a professional employee.

Two copies of disciplinary information and data will be sent to an employee prior to filing. One copy must be returned for filing with initials of professional employee within 5 working days. Employees maintain the right to file a rebuttal to any document that is contested.

Section M - Protective Clothing and Safety Glasses

1. The District will provide either shop-lab or coveralls and weekly laundry service for any instructor of shop or lab-type courses in the event the District requires such protective clothing.

2. Prescription safety glasses shall be furnished to individuals who require eye protection in shop, laboratory or classroom areas. A sum of two-hundred dollars ($200) shall be set aside for this purpose. The Association shall maintain administrative responsibilities for the program and the District shall pay all vouchers submitted under this article until the stated sum has been expended.

Section N - Meeting Expenses

When an employee is assigned to attend a meeting by administration, the professional employee will be reimbursed for all actual and necessary meals, travel and lodging expenses in accordance with rates approved by the District Board. Employees may be required to provide verification for expenses upon request.

Section O - Voluntary Early Retirement

A. Eligibility and Notice Beginning with the 1984-85 school year, early retirement benefits shall be available to teachers between the ages of 62 and 65 years who resign from their regular, full-time teaching position. Teachers who have taught at least twelve (12) years in the District shall be eligible to receive early retirement benefits from the STRS as authorized by section 42.245 (2) (bm), Wis. Stats. Teachers who plan to take early retirement shall notify the District of their intention to do so at least ninety (90) days prior to their expected date of retirement. Unless otherwise agreed, teachers shall only be permitted to retire under this policy at the end of the semester following their 62nd birthday.

B. Contributions to STRS The District shall make payments to the STRS pursuant to the requirements of section 42.245 (2) (bm), Wis. Stats. and the administrative rules of the STRS, for each teacher who retires between the age of 62 and 65 years. The amount of the District payment shall be that calculated and required by the STRS. The Board shall provide each retiring employee with a letter of agreement which specifies the amounts to be paid to the STRS in behalf of the retiring employee and which shall bind the board to make the payments as specified. A copy of said letter shall be forwarded to the Association.

C. Insurance Availability A teacher who retires between the age of 55 and 65 shall be eligible to purchase health insurance from the group carrier at his/her own expense up to age 65. Retirees who have attained the age of 62 years or more and have applied for retirement under the Wisconsin Retirement System will be allowed up to 1/3 of their accumulated sick leave, not to exceed 36 days, which will be converted to cash equivalency and will be applied toward the payment of premiums for the District health insurance plan until the cash equivalency is exhausted. The rate applied to the converted sick leave days will be the daily rate average of the highest three contract earning years.

ARTICLE VII

LEAVES OF ABSENCE

Section A - Sick Leave

1. All full-time professional employees shall be credited with a total of ten (10) days sick leave at full compensation for each contract year of the term of their employment which shall be cumulative to a total of 110 days.

2. A newly employed professional employee will accrue the ten (10) days for the first contract year immediately. The District maintains the right to deduct unearned sick pay from an individual's final check if the person in question resigned and does not fulfill the terms of his or her employment contract.

3. By September 15 of each new school year, professional employees shall receive an accounting in writing of the total number of sick leave days said employees have accumulated at that time.

4. Sick leave shall apply to all absences resulting from personal disability, illness, accident, or quarantine, except those illnesses or injuries covered by Worker's Compensation.

   a. Sick leave, in units or time equal to no less than one-half day may be taken for medical diagnostic exams or tests.

   b. The Board may request a doctor's certificate of the employee's ability to return to work after a prolonged or serious illness.

   c. The employee shall submit a Report of Absence describing the illness or personal accident or quarantine, or like cause, to the employee's immediate supervisor upon returning to work. Failure to comply with this requirement within three days after the employee returns to work shall result in a payroll deduction for the time absent.

Section B - Bereavement Leave

1. A professional employee will be granted up to four (4) days bereavement leave with pay due to the death of a close relative such as husband, wife, stepmother, stepfather, child, father or mother. In order to attend the funeral, a professional employee will be granted up to three (3) days bereavement leave with pay due to the death of a close relative such as brother, brother-in-law, sister, sister-in-law, grandparent. father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandchild.

2. Bereavement leave is non-cumulative.

Section C - Professional Leave

1. Up to three (3) days of professional leave, with regular full-salary and benefit payment by the Board, may be granted by the District Director upon the recommendation of the employee's immediate supervisor for attendance at professional educational conferences, seminars, workshops, institutes. Professional leave may be approved when the event is directly related to the professional employee's instructional assignment of job and industrial conferences. Administration may or may not approve partial or full reimbursement of expenses for travel, lodging, food and registration. Such notice of approval or disapproval shall be returned within five (5) working days after date of receipt of request.

2. Professional leave may be used to attend conventions with the approval of the District Director, upon the recommendation of the employee's immediate supervisor, at no expense to the District unless serving as a District representative or delegate. Employees requesting professional leave to attend conventions must have belonged to the sponsoring organizations at least 90 days prior to the date of request, except first year employees during the fall semester. The Board may waive this requirement.

3. Professional leave days are non-cumulative. The professional employee's regular salary and benefits shall be paid by the Board.

Section D - Business Leave

1. Two (2) days of business leave in any one school year may be granted for personal reasons under the following conditions:

   a. Whenever possible the employee will notify the employee's immediate supervisor three (3) days in advance of when the day will be taken. In the event that three (3) days notification cannot be given for good cause, then the employee shall notify the professional employee's immediate supervisor by 7:30 a.m. of the day of the leave. The employee shall provide to the employee's immediate supervisor a written statement of the reason for taking such leave.

   b. A request for one day of business leave may be made upon written statement that the request is being made for compelling personal reasons which the professional employee does not wish to state to the administration.

   c. An additional six (6) hours per year may be used by Association members for medical, dental, and personal appointments. Time allowed under this provision is non-accumulative and shall be taken during scheduled non-teaching hours. Members desiring to use this provision must request permission to leave campus one-day prior to the scheduled appointment. Adequate information must be provided to the supervisor so that a reasonable decision can be made.

2. Business leave day is non-cumulative. The professional employee's regular salary and benefits shall be paid by the Board.

Section E - Study Leave

1. The Board may grant study leaves to full-time professional staff members based upon the best interests of the District and the qualifications of the applicant. The number of persons on study leave at any one time shall not be more than one full-time professional staff member.

2. Full-time professional employees with standard certification in their field who have completed no fewer than five consecutive years of service in Mid-State Vocational, Technical and Adult Education District may be granted a study leave. Study leave shall be granted upon the recommendation of the District Director when confirmed by the Board.

3. Study leave shall be granted for the purpose of study, or other approved reasons for a period not to exceed one year at 50 percent of salary and all fringe benefits, excluding sick leave. No study leave shall be granted for less than one semester. If a semester leave is granted, payments shall be made proportionately. Application for study leave is to be made in writing to the District Director before April 15, of the school year preceding the school year for which the leave is sought. A statement of the program of professional improvement which the applicant plans to pursue during the study leave shall be submitted at that time.

4. Upon return from the study leave, a report shall be submitted to the District Director containing transcripts of all college or university work done on leave, and all other items of information pertinent to the evaluation of the program. In accepting a study leave, the applicant shall agree to abide by all conditions governing the granting of such leave.

5. Before any study leave is granted, the applicant shall agree in writing, that in the event said applicant fails to return to service at the expiration of the study leave and to teach for the District for a period of at least two years immediately thereafter, said applicant shall refund the salary received from the Board during the study leave.

6. In the event that the applicant has specific grant, which will afford them some financial aid, there will be no reduction in their 50 percent Mid-State District salary and fringe benefits providing they are a full-time student and their combined grant and 50 percent Mid-State District salary does not total more than their regular salary. The terms and conditions of said grant and study load must be part of the original application process.

7. A joint committee of the Association and Administration shall be created to review and recommend approval or disapproval of all applicants study leave

requests to the District Director.

8. A summer study leave not to exceed three (3) weeks may be granted to employees under extended contracts who have completed three or more consecutive years of service in Mid-State Vocational, Technical and Adult Education District, providing that satisfactory arrangements can be made to cover their teaching responsibilities during the period of absence. All requests for study leave under this section must be submitted to the District Office by February 15.

Section F - Occupational Leave

A leave may be granted to individuals who desire to gain additional business, industrial, or occupational experiences. The leave shall be non-paid, and shall not exceed one school year in duration. Benefits may be retained at a cost to the individual. Advancement on the salary schedule will not be granted for that year but seniority will accumulate.

Application for this type of leave will be made by April 15.

Section G - Worker's Compensation

A professional employee employed by the Board who is injured or assaulted while in the line of duty or as a result of duty shall be protected by Worker's Compensation.

1. In the event that a professional employee is injured or assaulted, and as a consequence, receives Worker's Compensation, the professional employee shall receive full salary and shall endorse the amounts received from Worker's Compensation to the Board for the duration of the claim not covered by sick leave. An employee may use sick leave for days not covered by Worker's Compensation, but shall not be allowed to receive sick leave benefits and Worker's Compensation simultaneously. During this period of time, the professional employee's other fringe benefits shall be maintained.

Section H - Personal Leave Without Pay

A full-time contract holder, who has a valid Standard Life Certificate or Standard five-year Certificate in force, may take a leave of absence without pay for personal reasons, provided the following conditions have been met.

1. Said contract holder must have been employed by this District for a minimum of three (3) years.

2. Request for the leave must be turned into the immediate supervisor and to the District Director at leave four (4) months in advance.

3. The instructor must find a substitute instructor who is approved by the District Director and the Board. If a suitable substitute instructor cannot be found, the Board and District Director retain the right to refuse the leave request. Supervisory personnel will assist the instructor with the acquisition

process. Non-teaching personnel must make suitable arrangements to cover their duties.

4. All study plans for the length of the leave must be completed and detailed hourly class plans must be reviewed with the substitute instructor before the leave is taken. For non-teaching personnel, equivalent duties must be completed.

5. Personnel leave can be used for family obligations or pursuits; or for professional workshops, conventions, or classes not covered by other leave policies. A personal leave without pay would not be granted more than once in a five year period.

6. The maximum length of the leave would be two (2) calendar weeks (10 working days). If a holiday occurs during the leave, there is no holiday granted or pay given.

7. The District Director and the Board reserve the right to make exceptions to lesson the required time if this is a request in circumstances that are deemed to be immediate emergency situtations. These would be handled on an individual basis and would not be covered under this section.

Section I - Witness and Jury Duty

1. Any association member compelled, other than by as a party, by subpeona, to testify in a civil or criminal matter before a judicial tribunal, regularly sitting, as a court of record, shall upon presentation of proof be entitled to normal wages and benefits, less any witness fees that might be paid.

2. When a member of the association is called to jury duty, the Board agrees to pay the employee's regular earnings.

Section J - Inclement Weather

During winter months it is possible that school may be closed because of severe snow or ice conditions. When school closure is necessary, instructional employees will not be required to report to work until 1:00 p.m. if the closure announcement is issued by 8:00 a.m. When school closure is announced between 8:00 a.m. and 5:00 p.m., work responsibilities shall be cancelled for the entire day. District employees who cannot report to work as stiuplated may select their time off as business leave with pay if it is available or as unpaid leave.

Section K - Absentee Report

Each employee shall submit a Report of Absence describing the illness or personal accident or quarantine or other reason for the use of leave of absence. The reason shall be listed as "Personal" for absentism covered by Article VII, D(1)(b). The Report shall be submitted to the employee's immediate supervisor upon returning to work. Failure to comply with this requirement within three (3) days after the employee returns to work shall result in a payroll deduction for the time absent.

ARTICLE VIII

Section A - Salary Schedule

1. The regular salary shall be adhered to for all professional employees as in Appendix B attached.

2. The salary schedule is based upon educational background and practical occupational work experience. Therefore, classifications and their equivalents shall be established as follows:

   a. Classification I - Professional employees who can qualify under criteria as defined by certification requirements of the Wisconsin Board of Vocational, Technical and Adult Education who:

      (1) Hold a Bachelor's Degree from an institution accredited by the North Central Association of Colleges and Secondary Schools or equivalent accrediting agency; or

      (2) Do not hold recognized academic degrees, but have had at least seven (7) years of appropriate and acceptable occupational experience as defined by state certification requirements; or

      (3) A Bachelor's Degree equivalent as certified by the Wisconsin Board of Vocational, Technical and Adult Education.

   b. Classification II - Bachelor's Degree plus at least six (6) semester hours of credit. The credit must be from a North Central accredited school or equivalent accrediting agency.

   c. Classification III - Bachelor's Degree plus at least twelve (12) semester hours of credit. The credit must be from a North Central accredited school or equivalent accrediting agency.

   d. Classification IV - Bachelor's Degree plus at least eighteen (18) semester hours of credit. The credit must be from a North Central accredited school or equivalent accrediting agency.

   e. Classification V - Bachelor's Degree plus at least twenty-four (24) semester hours of credit. The credit must be from a North Central accredited school or equivalent accrediting agency.

   f. Classification VI - Professional employees who hold a Master's Degree or who hold a Bachelor's Degree plus a verifiable apprenticeship and successful work experience for a combined total of seven (7) years shall be equivalent to a Master's Degree as certified by the Wisconsin Board of Vocational, Technical and Adult Education.

   g. Classification VII - Master's Degree or equivalent plus six (6) semester credits from a North Central accredited school or equivalent accrediting agency.

h. Classification VIII - Master's Degree or equivalent plus twelve (12) semester credits from a North Central accredited school or equivalent accrediting agency.

i. Classification IX - Master's Degree or equivalent plus eighteen (18) semester credits from a North Central accredited school or equivalent accrediting agency.

j. Classification X - Master's Degree or equivalent plus twenty-four (24) semester credits from a North Central accredited school or accrediting agency.

3. Bachelor equivalent instructors teaching in the Licensed Practical Nursing program who cannot teach a class alone as specified by the Wisconsin Administrative Code Section N 1.01 shall be compensated at a rate which is 25% less than their appropriate salary based on the master contract. Employees currently employed in the District shall be given a five (5) year period, starting with the 1978-79 school year, to earn their degree before their salary is reduced.

Section B - Recruitment and Selection

1. Professional employees may be appointed by the Board upon recommendation of the District Director. Should a person be nominated by the District Director but rejected by the Board, it shall be the responsibility of the District Director to make another nomination.

2. It shall be the responsibility of the District Director to see that persons nominated for employment shall meet all qualifications established by certification codes and the Board for the type of position for which nomination is made.

Section C - Certification and Salary Schedule Placement

1. As a condition of initial and continuing employment all professional employees shall meet the certification requirements of the Wisconsin Board of Vocational, Technical and Adult Education. It shall be the responsibility of each professional employee to meet certification requirements prior to September 1 of each school year. Employees who do not meet the minimum state requirements for certification, or renewal of certification, shall not advance vertically or horizontally on the salary schedule. Non-compliance with state certification code requirements may be cause for dismissal.

2. It shall be the policy of the Board as a condition of initial employment to require professional as well as trade competency backgrounds.

a. Professional requirements shall include a Bachelor's Degree from an accredited college or university and the completion of such courses that will qualify the individual for a Provisional State Certificate under the Certification plan of the Wisconsin Board of Vocational, Technical and Adult Education.

b. Trade competency requirements shall be such that the individual will qualify for a Provisional Certificate under the certification plan of the Wisconsin Board of Vocational, Technical and Adult Education.

c. In areas of special work where it is deemed impossible to obtain the services of a professionally trained and competent professional employee, professional employees with the necessary trade experience to meet requirements of the Wisconsin Board of Vocational, Technical and Adult Education for a Provisional or Standard State Certificate may be employed upon recommendation of the District Director and approval of the Board.

d. All professional employees possessing a Provisional Certificate shall agree to work toward the Standard Certificate in accordance with the requirements of the Wisconsin Board of Vocational, Technical and Adult Education.

e. When a new professional employee is initially employed, said employee's position on the salary schedule may be determined as follows:

(1) Horizontal Classification Placement

Each professional employee will be placed in the appropriate classification as reflected by the professional employee's educational achievement.

(2) Vertical Step Placement

After horizontal placement has been determined, vertical placement on the schedule may be achieved according to the following criteria:

(a) One step for each 15 undergraduate semester credits, in excess of 128, required for B.S. Degree or related to the employee's teaching assignment. Evaluation of these credits will be made by the employing personnel at the time of initial employment.

(b) One step per year for the first five years of post-high teaching experience and one step for each two years for the next six years additional experience.

(c) One step per year for the first five years of secondary level teaching experience and one step for each three years for the next six years additional experience.

(d) One step for each year of work experience as required by certification standards established by the Wisconsin Board. A maximum of three may be allowed for vocational and technical professional employees.

(e) One step for each year of military service to a maximum of three.

(f) A combination of the above may be allowed to a total of seven steps.

(g) Any training and/or experience not specifically covered in the above criteria may be evaluated by the Director for classification and position on the salary schedule, and so credited to the teacher.

(h) Employment of all professional personnel shall be subject to the approval of the Board.

3. The Director or his designee will evaluate the prospective professional employee's past educational, occupational and the instructional experience and competency, and place the individual on the salary schedule at a step that is mutually agreeable between the prospective professional employee and evaluator.

4. No re-evaluation or change can be made, based on the past history of the employee's educational, occupational or instructional experience, after initial placement on the salary schedule unless the employee's duties are changed to another area of certification.

5. A copy of Article VIII, Section A through Section D, that is in effect at the time of hiring shall be given to the prospective employee at the time of the final employment interview.

Section D - Professional and Classification Advancement

1. Requirements for original certification and for continued professional growth shall be those set by the Wisconsin Board of Vocational, Technical and Adult Education and the Board. Required certification courses shall be completed during the employee's first four years of employment.

2. Professional employees shall be required to continue their professional growth. For purposes of meeting this requirement, recognition shall be given to regularly earned credits from an accredited or equivalent institution; of off-campus credits and other equivalencies as established by the Credit Evaluation Committee.

a. Professional employees holding a Bachelor's Degree shall be required to complete six (6) semester credits of approved professional experiences each five (5) years of employment. The initial five-year period shall commence on the first day of the employee's fifth employment contract. If the employee is issued a Standard Five-Year Certificate prior to the completion of the employee's fourth year of employment, then the initial five-year period shall start on the first day of the employee's subsequent contract.

b. Professional employees holding a Master's Degree shall be required to complete six (6) semester credits of approved professional experiences each five (5) years of employment. The starting date for the initial five-year period shall be identical to the conditions stated in Section D, Sub (a) of this Article.

c. Professional employees pursuing approved professional studies shall be eligible to advance one horizontal classification for every six (6) semester credits earned toward the Master's Degree. Professional employees must hold a Master's Degree to be eligible for horizontal advancement beyond the Master's Degree.

d. Professional employees not holding a Bachelor's Degree will be granted an additional increment for each twelve (12) semester credits earned, exclusive of certification requirements until the maximum of Classification I is reached.

   (1) Non-Degree teachers, upon completing certification requirements and with administrative approval, shall receive full-credit for associate degree courses taken and these credits shall count for professional growth.

e. Workshops, seminars and institutes attended by an instructor at the school's expense shall not be given any credits.

f. Credits earned shall apply both towards horizontal movement on the salary schedule and for the credit requirement for professional growth. Credits earned in workshops, seminars, and institutes cannot exceed three credits earned within each five-year period; the remaining three-credit minumum must be college credits. Credits for workshops, seminars and institutes can only be applied toward horizontal movement and professional gorwth when they are earned after the time the faculty member has met initial 5-year certification requirements. (Note: This item, Item f, has a 2-year life and unless specifically extended, it will revert to the 1983-85 language.)

   Persons attending workshops, seminars and institutes shall receive one (1) credit for each thirty-five (35) hours of professional effort, providing a) the number of seminar hours plus the individual effort equals at least 35 hours (the individual effort is curriculum development or instructional development which will incorporate the body of knowledge presented at the seminar into the MSTI curriculum); b) the minimum length of the seminar is 12 hours and is over a 2-day period; 3) the hours of individual effort be outside the normal work day.

g. Work experience in an instructor's teaching field, after meeting certification requirements, shall be worth one (1) credit for 150 hours of work to be used only for professional growth requirements up to a maximum of three credits over a five-year period.

h. Non-degree teachers, upon completing certification requirements and not working toward a degree, shall be encouraged to take college work in technical related subjects to broaden their certification potentiality.

3. All provisions set forth must have prior administrative approval. It is the responsibility of the instructor to prove accomplishment for certification requirements, professional growth, vertical or horizontal movement on salary schedule.

4. A joint Ad Hoc Committee (Credit Evaluation Committee) with equal representation of the Board or its delegated representatives and the association shall continue to evaluate and develop rules and regulations governing equivalencies which shall include, but are not limited to independent study, work experience, seminars, workshops, institutes and other comparable professional experiences.

5. Credits earned to satisfy certification requirements shall not be counted for horizontal movement on the salary schedule unless approved by the District Director. All courses required for certification are a stipulation to employment. Courses required for certification which carry credit as part of a Bachelor's Degree program or a Master's Degree program will be credited for movement on the salary schedule. Such courses shall be credited within the credits required for professional growth in the five-year cycle.

6. Professional employees whose qualifications entitle them to move from one level of preparation to the next higher level must submit an original transcript of documentation certifying this to the District Director.

7. Salary reclassification and reimbursement shall be effective at the beginning of each semester following the completion of credits earned.

8. The Board may grant an additional increment to a professional employee who is at the maximum salary level in his classification.

9. Full-time professional employees who qualify for a Bachelor's degree equivalent as certified by the Wisconsin Board of Vocational, Technical and Adult Education will move horizontally on the salary schedule provided:

a. Credits earned toward horizontal movement will be considered only after the employee has completed the required six semester credits of approved professional experience each five years of employment.

b. Credits must be earned at an institute granting a four-year baccalaureate degree.

c. Credit approved must be acceptable to a baccalaureate program offered by the granting institution.

d. Approved credit will either contribute to a certifiable teaching minor, or to the individual field of major certification.

e. Courses must be taken on the employee's own time and at the employee's own expense.

f. Credits earned could accumulate over several five-year periods until the required six additional credits have been earned.

g. Horizontal movement will not extend beyond Classification V.

h. Salary reclassification and reimbursement shall be effective at the beginning of each semester following the completion of the credits earned and proper documentation is in the District Director's employee file.

i. Staff members who complete a bachelor's degree will not be eligible for horizontal movement beyond their established classification until graduate credits are earned equal to the sum of credits required for subsequent classifications.

Section E - Evening School

1. The teaching of evening school courses by full-time day school instructors shall be voluntary. Full-time instructional staff will be informed of job openings prior to administration going to the outside to fill such positions. However, the employment of instructors for evening school is at the discretion of administration.

2. Regular full-time professional employees teaching full-time day school courses at a time beyond said employee's eight-hour span, shall be compensated at the rate of 1/1330 of the employee's contract salary per hour of instruction.

3. Regular full-time contract professional employees teaching full-time day school courses in the evening will receive 25% compensation of actual total hours of instruction in the course for time to be spent in the instructor's office or classroom for preparation and/or consultation with students.

Section F - Summer School

1. Teaching positions in the summer session will be posted as they become known and may be filled by regular full-time professional employees if such qualified employees are available and consent voluntarily to teach during the summer session. Employment of instructors for the summer session is at the discretion of administration.

2. Regular full-time contract professional employees teaching regular full-time day school courses included in an approved full-time diploma or associate degree program shall receive 1/1330 of the employee's contract salary per hour of instruction.

3. Regular full-time contract professional employees teaching regular full-time day school courses in the summer session will receive 25% compensation of actual total hours of instruction in the course for time to be spent in the instructor's office or classroom for preparation and/or consultation with students.

Section G - Extracurricular Activities and Duties

1. All extracurricular activities and duties shall be assigned on a voluntary basis. Compensation shall be in accord with a flat fee schedule adopted by the Board.

2. Compensation for extracurricular activities may be made in one or two payments. Under the one-payment plan, compensation would be paid in May. Compensation under the two-payment plan would be payable one-half in December, and the other half in May.

Section H - Specialized Examinations

1. The Board recognizes professional growth within specialized fields, and shall grant a one-time only payment of $250 to any instructor who successfully passes a Wisconsin Examination for (1) public accounting (CPA), (2) land surveying, or (3) professional engineering. Fields requiring passage of State examinations as a prerequisite to normal job performance are excluded from this provision.

Section I - Fringe Benefits

1. Health Insurance

   a. A group health insurance program is available on an optional basis to all professional employees. It is available on both a single and family plan.

   b. The Board shall pay $940.80 annually toward the cost of the individual plan or $2,442.72 annually toward the cost of the family plan. Deductions for participants shall be made monthly starting in September. If during the term of this agreement the insurance carrier raises the rate such that the afore-referenced amounts are insufficient to pay the full premium, the Board agrees to pay the increased amount so as to maintain fully paid health insurance.

   c. The District may change the insurance carrier so long as equal or greater benefits are provided to the employees. The District agrees to consult with the Association prior to any change.

2. Dental Insurance

   a. A group dental insurance program is available on an optional basis to all professional employees. It is available on both a single and family plan.

   b. The Board shall pay up to $138.72 annually toward the cost of the individual plan or up to $431.28 annually towards the cost of the family plan. If during the term of this agreement the insurance carrier raises the rate such that the afore-referenced amounts are insufficient to pay the full premium, the Board agrees to pay the increased amount so as to maintain fully paid dental insurance.

   c. The District may change the insurance carrier so long as equal or greater benefits are provided to the employees. The District agrees to consult with the Association prior to any change.

3. Group Life Insurance

   a. Group life insurance is provided to any professional employee who is a member of the Wisconsin State Teacher's Retirement System. This insurance shall be subject to the rules and regulations of the Wisconsin Group Insurance Board.

   b. The Board shall participate in and pay for 100% of the total premium. Coverage shall be as determined by the State Insurance Board.

4. Retirement - Pension

   a. The Board shall pay 5.0% through December 31, 1985, and 6.0% commencing January 1, 1986 of the individual professional employee's total contractual salary as part payment of the professional employee's contribution to the Wisconsin State Teacher's Retirement System.

5. Long Term Disability Insurance

   The Board will pay the full premium for a long-term disability insurance plan. The plan selected shall provide at least the following coverage: Ninety percent (90%) of the employee's gross salary after a ninety (90) day waiting period.

   The first day of coverage of this LTD Plan shall be July 1, 1983. (Note: upon implementation of the LTD Insurance on July 1, 1983, the sick leave bank found in the 1981-82 agreement as Article VII, Section A - 5 shall be dissolved and all employees who are members of the bank at that time shall receive a pro-rata payout of the days remaining in the bank less any days required for a current user of the bank, and said days shall be added to the employee's accumulated sick leave. Any employee who is a member of the bank on July 1, 1983, and who is withdrawing days from the bank at that time, will be allowed to continue to use the days until the LTD Plan begins to make payment to the employee.)

Section J - Annuities

On behalf of those contractual professional employees who wish to particiapte, the Board agrees to pass such resolutions and execute such forms as may be necessary under the law to enable the professional employee to procure qualified annuities under Section 403 (b) of the Internal Revenue Code of 1954 as amended.

Section K - Dues Deduction

Membership in the Association is not compulsory. An employee may join the Association and maintain membership therein consistent with its constituition and by-laws. No employee will be denied membership because of race, color, creed, national origin, sex, sexual orientation, age, marital status, arrest and conviction record, handicap, or membership in or association with the activities of any employee organization. Both the Board and the Association agree to administer Fair Share, and the deduction of dues in accordance with Wisconsin Statutes.

   a. The Board agrees to deduct certified dues from all persons eligible to join the Association. Exceptions to this provision shall be allowed only when the Association provides the Board with proof that annual Association dues have been paid, in advance, for the entire contract year. Certification of advance payment shall be submitted to the Board each year by the first day of October.

b. All dues deducted shall be paid to the Association each month commencing with the second paycheck in October. The Association may assign payment of these dues directly to their state or national affiliation.

Section L - Method Payment

All professional employees will be paid bi-weekly. The contracted salary will be paid in twenty-six (26) equal installments over a calendar year beginning on Friday, August 29, 1986. Those professional employees who indicate in writing to the District Director's office prior to April 1, may be paid the entire remainder of their salary on the first payday following the end of the school year.

Section M - Mileage Reimbursement

Employees required to use their automobile for District business shall be reimbursed at the current Board rate for all District personnel.

ARTICLE IX

RULES OF AGREEMENT

Section A - Conformity to Law

1. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable to the performed or enforced except to the extent permitted by law, substitute action shall be subject to appropriate consultation and negotiation between the Board and the Association.

2. In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

Section B - Duration

1. In accordance with Wisconsin Statutes 111.70 this agreement and each of its provisions shall be binding on both parties from August 18, 1986 and shall continue in effect thru August 14, 1987.

2. This agreement contains the entire understanding of the parties as to wages, hours and conditions of employment and no previous understandings, Board policy or practices shall in any way determine the respective rights or duties of the parties hereto, except as required by law.

In witness whereof, the following have hereunto set their signatures and seals this 18th days of August, 1986.

/s/ Anthony Kiedrowski	/s/ Scott Osborne
Chairperson, Mid-State Vocational, Technical and Adult Education District Board	President, Mid-State Vocational, Technical Faculty Association
/s/ Dorothy Lichty	/s/ Connie Willfahrt
Secretary, Mid-State Vocational, Technical and Adult Education District Board	Secretary, Mid-State Vocational, Technical Faculty Association

Appendix A
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MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT
SCHOOL CALENDAR
1986-87

August 18	Faculty In-Service
August 19	First Semster Begins
September 1	Labor Day Holiday
October 17	End of First Quarter
November 27-28	Thanksgiving Holiday
December 19	End of First Semester
December 22-23	Record Day
December 24	Recess
December 25	Christmas Holiday
December 26-31	Christmas Recess
January 1	New Year's Holiday
January 2	In-Service
January 5	Registration
January 6	Classes Resume
March 5	End of Third Quarter
March 6	Record Day
March 9-13	Spring Recess
April 9-10	Faculty In-Service
April 17	Easter Holiday
May 20	End of Second Semester
May 21-22	Record Days

MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT
SCHOOL CALENDAR
1986-87

AUGUST

M.	TU.	W.	TH.	F.	
I	19	20	21	22	
25	26	27	28	29	9

SEPTEMBER

M.	TU.	W.	TH.	F.	
H	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				21

OCTOBER

M.	TU.	W.	TH.	F.	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	23

NOVEMBER

M.	TU.	W.	TH.	F.	
3	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	
24	25	26	H	H	18

DECEMBER

M.	TU.	W.	TH.	F.	
1	2	3	4	5	
8	9	10	11	12	
15	16	17	18	19	
RD	RD	R	H	R	
R	R	R			15

JANUARY

M.	TU.	W.	TH.	F.	
			H	I	
RE	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	20

FEBRUARY

M.	TU.	W.	TH.	F.	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	20

MARCH

M.	TU.	W.	TH.	F.	
2	3	4	5	RD	
R	R	R	R	R	
16	17	18	19	20	
23	24	25	26	27	
30	31				16

APRIL

M.	TU.	W.	TH.	F.	
		1	2	3	
6	7	8	I	I	
13	14	15	16	H	
20	21	22	23	24	
27	28	29	30		19

MAY

M.	TU.	W.	TH.	F.	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	RD	RD	
					14

MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT
SCHOOL CALENDAR
1986-87

1 day	Faculty In-Service	August 18
1 day	Labor Day Holiday	September 1
2 days	Thanksgiving Holiday	November 27-28
2 days	Record Day	December 22-23
1 day	Christmas Holiday	December 25
1 day	New Year's Holiday	January 1
1 day	Faculty In-Service	January 2
1 day	Record Day	March 6
2 days	In-Service	April 9-10
1 day	Easter Holiday	April 17
2 days	Record Days	May 22-23
15 days		

STUDENT CONTACT DAYS

August	9 days		
September	21 days		
October	13 days	43 days - 1st Quarter	
October	10 days		
November	18 days		
December	15 days	43 days - 2nd Quarter	86 days - 1st Semester
January	20 days		
February	20 days		
March	4 days	44 days - 3rd Quarter	
March	12 days		
April	19 days		
May	14 days	45 days - 4th Quarter	89 days - 2nd Semester

175 Student Contact Days

MID-STATE VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT
SCHOOL CALENDAR
1986-87

Month	Student Contact Days	Record Days	Faculty In-Service Days	Holidays	Total Contract Days
August	9	0	1	0	10
September	21	0	0	1	22
October	23	0	0	0	23
November	18	0	0	2	20
December	15	2	0	1	17
FIRST SEMESTER	86	2	1	4	92
January	20	0	1	1	22
February	20	0	0	0	20
March	16	1	0	0	17
April	19	0	2	1	22
May	14	2	0	0	17
SECOND SEMESTER	89	3	3	2	98
SCHOOL YEAR TOTALS	175	5	4	6	190

FACULTY SALARY SCHEDULE
1986-87

CLASS STEP	I BS	II BS + 6	III BS + 12	IV BS + 18	V BS + 24	VI MS	VII MS + 6	VIII MS + 12	IX MS + 18	X MS + 24
1	19,834	20,283	20,732	21,181	21,630	22,079	22,528	22,977	23,426	23,875
2	20,548	20,997	21,446	21,895	22,344	22,793	23,242	23,691	24,140	24,589
3	21,262	21,711	22,160	22,609	23,058	23,507	23,956	24,405	24,854	25,303
4	21,976	22,425	22,874	23,323	23,772	24,221	24,670	25,119	25,568	26,017
5	22,690	23,139	23,588	24,037	24,486	24,935	25,384	25,833	26,282	26,731
6	23,404	23,853	24,302	24,751	25,200	25,649	26,098	26,547	26,996	27,445
7	24,118	24,567	25,016	25,465	25,914	26,363	26,812	27,261	27,710	28,159
8	24,832	25,281	25,730	26,179	26,628	27,077	27,526	27,975	28,424	28,873
9	25,546	25,995	26,444	26,893	27,342	27,791	28,240	28,689	29,138	29,587
10	26,260	26,709	27,158	27,607	28,056	28,505	28,954	29,403	29,852	30,301
11	26,974	27,423	27,872	28,321	28,770	29,219	29,668	30,117	30,566	31,015
12	27,688	28,137	28,586	29,035	29,484	29,933	30,382	30,831	31,280	31,729
13				29,749	30,198	30,647	31,096	31,545	31,994	32,443
14					30,912	31,361	31,810	32,259	32,708	33,157
15						32,075	32,524	32,973	33,422	33,871

PROPOSED MEMORANDUM OF UNDERSTANDING

June 27, 1986

TO WHOM IT MAY CONCERN:

From: Mid-State VTAE Administration and
Mid-State VTAE Faculty Association

It is hereby agreed by and between the Mid-State Vocational, Technical and Adult Education District (hereinafter referred to as the "District") and the Mid-State Faculty Assocation (hereinafter referred to as the "Association") that the following should constitute a memorandum of understanding between the parties.

1. In the event that MSTI and the University of Wisconsin-Marshfield decide on a cooperative effort, the MSTI Faculty Association contract may be, by MSTI Faculty Association request, reopened.
2. That this memorandum of understanding shall be effective for the term of the 1986-87 Labor Agreement between the parties.
3. That this memorandum of understanding shall not be considered precedent for opening the current contract for any other purposes.

Entered into this 18th day of August, 1986 at Wisconsin Rapids, Wisconsin.

Mid-State Vocational, Technical and Adult Education	Mid-State Faculty Association
/s/ Melvin H. Schneeberg District Director	/s/ Scott Osborne President
/s/ Thomas Cunningham Personnel Director	/s/ Bernard Landerman Chief Negotiator

AGREEMENT

between the

MILWAUKEE AREA DISTRICT BOARD OF VOCATIONAL, TECHNICAL, AND ADULT EDUCATION

and

AMERICAN FEDERATION OF TEACHERS LOCAL 212, WFT, AFL-CIO

June 1, 1985 - June 30, 1987

JC 8705625

DELAYED IMPLEMENTATION DATES

Many of the changes made in the current Agreement have a delayed implementation date. In such cases, the language from the prior Agreement shall remain in effect until the date specified below. The major contract clauses involved and their respective implementation dates are as follows:

LOCAL 212 — Delayed Implementation Dates	
Article I, Section	
1—Recognition-Inclusions & Exclusions	8-28-86
Article III, Section	
1—Teaching Period	8-28-86
2—Work Day	8-28-86
3—Work Week	8-28-86
4—Summer School	8-28-86
5—Per Diem Compensation	8-28-86
8—Teaching Duties & Assignments	1-20-86
9—Teaching Load, Limitations & Special Assignment	8-28-86
11—Fair Dismissal	12-10-85
14—Vacancy & Transfer Procedure	12-10-85
16—Lunch Period	8-28-86
Article VI, Section	
1—Health Ins. - Major Med - $150,000 maximum	1- 1-86
Major Med. - $100 deductible	1- 1-86
Early Retirement Coverage	7- 1-86
2—Dental Insurance	1- 1-86
4—LTD Insurance	12- 1-85
Article VII, Section	
1—Pension Contribution	1- 1-86
3—Early Retirement	7- 1-86
Appendix J (Former) Day School Loads Under 50% (Deleted)	8-28-86
Appendix K — Layoff	12-10-85
Appendix L — Health Insurance Cost Containment Program	After Blue Cross/ Blue Shield Orientation

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AGREEMENT FOR THE PERIOD

July 1, 1985 - June 30, 1987

PREAMBLE

Our mutual intent is to work together to achieve our common aims of educational excellence. To this end this Agreement is made and entered into by and between the Milwaukee Area District Board of Vocational, Technical, and Adult Education (hereinafter referred to as the "Board") and the American Federation of Teachers, Local 212, WFT, AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I — Recognition

Section 1 — Inclusions and Exclusions

a) The Board recognizes the Union as the exclusive bargaining representative of (1) all regular teaching personnel teaching at least fifty percent (50%) of a full teaching schedule; excluding teaching personnel teaching less than fifty percent (50%) of a full teaching schedule, supervisory personnel such as Assistant Deans, Associate Deans, Deans, Assistant Directors, and all other executive or administrative personnel (Reference: Certification by the Wisconsin Employment Relations Board Case I No. 8584 ME-58 Decision No. 6343, and as hereafter this may be amended), and (2) certain nonteaching professionals who are employed 50% or more; excluding such employees who work less than 50%, supervisory personnel such as Assistant Deans, Deans, Assistant Directors, and all other executive or administrative personnel. (Reference: Certification by the Wisconsin Employment Relations Board Case 67, Number 23878, ME-1535, Decision No. 16507-C; and Case I, Number 8584, ME-58, Decision No. 6343-C, and as hereafter these may be amended.)

b) The following Limited Term Employees (LTE's) meet the above recognition standard for inclusion in the bargaining unit:

1) Those employees who are hired to work a complete semester or more.

2) Those employees who work or are expected to work for one-hundred and twenty (120) student contact days or more in a school year.

3) Employees who are originally hired to work a period less than what is specified in one or two above but at a later date their period is extended to exceed the period in one or two above. Applicable benefits will become effective upon the date administrative action extends the employment period.

c) Modifications to specific provisions of this Agreement are footnoted and referred to in the appendices where applicable.

Section 2 — Prepared Documents

The Board shall make available to the Union upon its written request any prepared documents, reports, statistics, records, or other such information as required by statute concerning the school and its activities which the Union may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

Section 3 — District Meetings

The District Director and not more than two (2) additional administrative representatives shall meet regularly with the president of the Union and not more than two (2) additional Union representatives, by mutual agreement as to time and place, to discuss matters of educational policy and development but not to discuss grievances or to negotiate proposed changes in this Agreement.

Section 4 — Faculty Committees

It is agreed that on any committee of the faculty, existing or newly created, the District Director and the Union shall each appoint one-half (½) of the members. In the case of existing committees, new appointments shall be made as vacancies occur.

Section 5 — Divisional Meetings

Each Dean (at the Milwaukee Campus) or Regional Administrator (at other Campus Centers), and not more than two (2) additional representatives shall meet once each month, or otherwise as mutually agreed upon, with not more than three (3) Union representatives of the division designated by the president of the Union to discuss divisional policy and operations and other matters of mutual concern but not to discuss grievances or negotiate proposed changes in this Agreement.

Section 6 — Board Meetings

There shall be distributed to the Union three (3) copies of the Board agenda prior to each meeting of the Board and three (3) copies of the printed minutes of each meeting of the Board, the latter to be distributed when received from the printer. The Union president, or his/her designated alternate, shall be permitted to attend meetings of the MATC Board on working time provided it does not interfere with teaching time or other required responsibilities.

Section 7 — Copies of Agreement

Within ten (10) days of ratification the parties shall meet for the purpose of reviewing the contract and making the necessary arrangements to effectuate the printing of the contract. The printing and distribution of the contract shall be completed no later than ninety (90) days after the above noted meeting. One thousand (1,000) copies of this Agreement and supplements thereto shall be printed in booklet form with Union label at Board expense and turned over to the Union for distribution to each employee represented by the Union.

ARTICLE II — Board Responsibility

The Union recognizes the responsibility of the Board to administer the school so as to promote effective and efficient education in accordance with the laws and Constitution of the United States and the State of Wisconsin.

ARTICLE III — Hours and Working Conditions

Section 1 — Teaching Period

The length of the teaching period shall be fiftyfice (55) minutes plus five (5) minutes for passing between periods.

Section 2 — Work Day (1)

a) The span of the teacher's daily class assignment shall not exceed eight (8) hours unless the teacher agrees or chooses otherwise. A teacher shall not be scheduled for more than three (3) consecutive lecture course hours or four (4) consecutive lab, shop, or lecture combination hours unless the teacher agrees otherwise. Hours before and after a lunch break, will not be considered consecutive.

b) The regular work day will end no later than 10:00 p.m.

c) The spread between the end of the last assigned evening class period and the beginning of the following day's first class assignment will not be less than twelve (12) hours unless the teacher agrees otherwise.

d) Teachers shall be responsible for their on-campus assignments consisting of classroom/work assignments, office hours, committee work, and other activities. Teachers shall post the specific on-campus hours and provide a copy to the Division Dean by the end of the first week of each semester.

The following class loads require the stated minimum division of on-campus hours:

TEACHING LOAD	15-18	19-22	23-24	32
***Office Hours**	5	4	3	
Other activities such as: Class Preparation Committee Meetings Department Meetings Program Development Recruitment Student Advising Student Appointments	12-9	9-6	6-5	
TOTAL	32	32	32	32

* No more than two (2) office hours may be scheduled on one day.

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(1) Not applicable to JTPA (See Appendix H).

e) Teachers can be permitted off-campus preparation time with the prior approval of the appropriate supervisor. Approval will normally be given for educational activities at affiliated agencies; educational research at a library, school, business, or industry; recruitment of students; or preparation time at campuses or agencies where teachers are required to be for part of the school day. The foregoing enumeration shall not be considered to be all-inclusive and shall not be deemed to limit the discretion of the supervisor to approve other activities.

f) The counselor's regular "on campus" work day shall not span more than eight (8) continuous hours, including a one (1) hour lunch period. Assigned work in excess of eight (8) continuous hours shall be treated as assigned overtime under Section 6.

g) The school nurse's and Student Services Specialist III's regular "on-campus" work day shall not span more than eight and one-half (8½) continuous hours, including a one (1) hour lunch period. Assigned work in excess of eight and one-half (8½) continuous hours shall be treated as assigned overtime under Section 6.

Section 3 — Work Week(2)

The employee's regular work week shall be between Monday and Friday. Teachers may work Weekend College (5 p.m. Friday through Sunday) to fill out a workload pursuant to Article III, Section 9, B) 4), and/or by mutual agreement.

Section 4 — Summer School

a) Teaching positions in the summer session shall be filled by teachers on the regularly employed staff of the preceding year, if such qualified teachers are available and consent. Otherwise, such positions shall be filled at the discretion of the administration.

b) In the selection of qualified teachers for summer school, teaching positions shall be offered first to qualified tenure teachers if they are available. They shall be selected using an equitable method of rotation.

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(2) Not applicable to JTPA (See Appendix H).

c) In scheduling summer sessions, every effort will be made to offer employment to as many teachers as possible consistent with good educational practice. Workload shall be calculated, based upon a fifty (50) minute teaching period. (Example: (Fifteen (15) fifty-five (55) minute lecture periods in a week = 110% work load.)

d) A teacher's daily reimbursement for a summer assignment shall be 1/190th of his/her class and step salary rate for the preceding semester and shall be prorated in case of an underload or overload.

Section 5 — Per Diem Compensation

a) During the regular school year per diem pay will be determined by dividing the teacher's contracted salary by 190 and multiplying the result by a conversion factor of 1.0857.

b) The daily rate for non-instructional time outside the regular school year will be calculated at 1/190th of the teacher's current class and step salary.

c) The daily rate for instruction time outside the regular school year shall be 1/190th of the teacher's class and step rate for the preceding semester times the teachers workload.

Work load shall be calculated, based upon a fifty (50) minute teaching period. (Example: Fifteen (15) fifty-five (55) minute lecture periods in a week = 110% work load.)

Section 6 — Assigned Overtime(3)

a) Additional assigned work of a professional nature which occurs during recess periods or holidays shall be paid for on a straight time basis. Such assignments may include but are not limited to teaching, research, curriculum studies, and writing of new courses.*

b) Additional assigned work of a professional nature above a full-time teaching load, which occurs beyond the regular work week, shall be paid for on a time-and-one-half basis. Such overtime pay will be authorized only when approved in writing by the Executive Dean prior to the work assignment.**

c) Overtime assignments shall be voluntary on the part of the teacher.**

d) Teachers in the bargaining unit shall have preferential consideration in the above overtime assignments.*

e) Exceptions to the time-and-one-half rate of payment shall be:*

1. Appointments to summer school.
2. Substitution within the teacher's regular school day in the regular school year.
3. Special contracts for services outside the regular school year.
4. Driver Education.

Section 7 — Part-Time Teaching Appointments**

The parties agree that the number and use of part-time (less than 50% load, i.e., call staff) teachers must be judiciously implemented to assure quality of education.

As a basis for determining full-time teaching faculty requirements district-wide for regular approved aidable courses and programs, the following guidelines shall be applied:

a) The number of full-time teaching positions shall be determined as defined by aidable full-time teaching load, in the first sentence of Article III, Sec. 9 B) 1 of this Agreement, which states "Class loads which fall between 90% and 108% shall be construed as 100%."

b) The number of call staff full-time equivalent teaching positions shall be determined by adding all call staff teacher loads as calculated on a semester basis for regular, approved, aidable day, evening, and weekend courses and dividing the total by 100.

c) For the 1985-86 school year the bargaining unit teacher's FTE/call-staff FTE ratio shall not exceed 60/40. This ratio will be 63/37 for the 1986-87 school year. The parties agree that increasing the above stated ratio is an educationally desirable goal. However, the parties recognize that because of budgetary constraints the goal is not immediately attainable. Therefore, the District agrees to investigate and implement (within budget limitations) a policy to increase the number of full-time positions of the full-time/call-staff ratio.

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(3) Not applicable to JTPA.
* Not applicable to Counselors/School Nurses/Specialist III's.

* Not applicable to Counselors/School Nurses/Specialist III's.
** See Appendix I.

d) Regular full-time teachers may have reduced loads with reduced pay, or may be laid off as provided in this Agreement, under "Protection of Full-Time Teaching Loads," and under "Layoff."

However, regular full-time teachers will not be reduced in load/pay nor will they be laid off, if they are to be replaced with part-time teachers.

e) Employees who are reduced below 50% FTE will be allowed to continue Board insurances on a self paid basis where eligible as determined by the carrier.

STRS contributions will be continued by the Board to the extent they are eligible as determined by State Statutes.

Regular employees will continue to receive class and step pay unless their reduction below 50% FTE follows a separation in employment or a full layoff for a period of one semester or longer.

Limited term employees with less than three years service who are reduced below 50% FTE will receive compensation based upon call staff pay.

f) Whenever a regular, full-time position becomes vacant, MATC may eliminate the position if the workload is eliminated or can be absorbed by other regular teachers together with assignment of not more than 49% of the prior assignment to one or more part-time (under 50%) teachers. If 50% or more of the workload of the vacant position is to be continued and if the workload is not absorbed as specified above, or if the workload is reinstated within 3 full school years, MATC will assign such workload to a regular teacher, if available, and shall not divide such 50% or more workload of the vacant position among part-time teachers. MATC does not intend to use new or existing part-time teachers as a device to abolish previous existing regular teaching positions.

g) The ratio of call-staff full-time equivalent teaching positions shall be calculated and averaged for both semesters and provided to Local 212 by April 1 of each school year. In the event the percentage of call-staff full-time equivalent for regular approved aidable courses exceeds the stipulated percentage, no individual teacher shall have any claim or be entitled to back pay and the sole remedy shall be that MATC at its option will either establish additional full-time positions and/or reduce the number of call-staff full-time equivalent positions to reach the ratio required by subsection (c) above, plus an additional adjustment equal to the amount of the prior deviation, such additional adjustment to continue for the same length of time as the violation existed.

Both MATC and Local 212 reserve the right to object to future collective bargaining concerning the subject matter of this section upon the grounds that it is not a mandatory subject of collective bargaining, notwithstanding its inclusion in this Agreement and notwithstanding any future legislation or court or administrative decision which would require collective bargaining as to subjects covered by an existing agreement. In the event of any future dispute as to whether such subject matter is a mandatory subject of collective bargaining, the existence of this agreement shall be disregarded and such dispute shall be resolved as if this agreement did not exist.

Section 8 — Teaching Duties and Assignments

a) Teachers shall not be required to perform production work which is not part of the student instructional program, as part of their teaching assignment.**

b) Teachers shall not be assigned nonprofessional duties such as cafeteria, assembly, com-

** See Appendix I.

mencement, apprentice banquet, and noncounseling registration duties.**

c) Teachers may express, in writing, preferences in teaching assignments. Such requests shall be submitted at least two (2) months prior to the published date on which tentative teaching schedules are due. Teachers may discuss their teaching schedule with their immediate supervisor prior to scheduling.**

d) The appropriate supervisor shall consult, upon request, with the teacher prior to scheduling courses and hours. Teachers shall be notified of their tentative program not less than thirty (30) days before the end of the preceding semester, and such notification shall include the percentage of teaching load assigned.**

e) In assigning teaching duties, the appropriate supervisor will give first consideration to the primary or secondary professional competence of the teacher and to his/her experience in other fields as a teacher. Exceptions to this provision may be made for the welfare of the teacher or of the students or for emergency reasons.**

f) Employees may submit a notice of preference for day, evening, and/or weekend courses/work to their Division Dean pursuant to this Section. Qualified employees who have a preference to be assigned to day, evening, and/or weekend work shall be assigned based on seniority. If day or evening assignments remain unfilled, then the least senior qualified employee may be assigned to the courses/work. This is not intended to circumvent seniority.

g) Employees shall not be required to take evening courses/work if they have voluntarily or involuntarily done so in one of the previous two (2) semesters. This provision may be waived for employees directly involved with programs which operate only during late afternoon or evening hours or may be waived for one (1) semester where the limited staff (two (2) persons or less) of a department are the only qualified employees available.

** See Appendix I.

h) A committee consisting of no more than three (3) Union and no more than three (3) District representatives shall review all scheduling practices and complaints and make recommendations.

Section 9 — Teaching Load, Limitations, and Special Assignments(4)**

A) The teacher's weekly class load shall be based upon the following formula:

Type of Class	**Total 55-Minute Teaching Periods Per Week**
1) Academic Lecture Including Lecture-Demonstration and Recitation (Associate Degree Courses)	15
(a) English Composition classes are limited to an initial enrollment of twenty-five (25). Efforts shall be made to equalize enrollment.	
(b) No more than three (3) English Composition classes shall be assigned to a teacher in any given semester.	
(c) The appointed chairperson's load shall be reduced and shall be determined as equitably as possible, considering the size of the department.	
2) Academic — Combination of Individual and Group Instruction (High School Contract Services, Apprentice, Adult High School, and Adult-Vocational Courses)	20
3) Laboratory or Quiz (Associate Degree Courses)	24
4) Shop (High School Contract Services, Apprentice, Adult High School, and Adult-Vocational Courses)	24
5) Driver Education	
Behind-the-Wheel	32
Related	20

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(4) See Appendix H (Article III, Sec. 3) for JTPA.
** See Appendix I.

The combination of Behind-the-Wheel classes and related classes shall not total more than 25 periods per week, unless there are not sufficient Related Classes to provide for a full load and in that case the 25-period limit shall be waived.

6) College of the Air

Teaching load credits for College of the Air courses shall be made as follows:

(a) A twenty percent (20%) load credit for the first 250 students enrolled in each course.

(b) Another twenty percent (20%) load credit for each additional 500 students enrolled in each course.

(c) Such load credits shall be equally divided when more than one (1) teacher is assigned to a course.

7) Auto-Tutorial

Auto-Tutorial will use the concept of a teacher-manager. The teacher - manager shall have the responsibility of the Learning Resource Center and the GAS and SAS sessions. Teaching load credit for assignments in Auto-Tutorial shall be as follows:

(a) Manager — GAS, SAS, or Learning Resource Center	32
(b) Teacher assigned to augment the manager:	
1. GAS	15
2. SAS	20
3. Learning Resource Center	24

8) Other Formulas

In certain programs where the general class load formula is not appropriate, the parties have agreed upon special class load computations. Any such special agreement which is in writing and approved by the Administration and the Union shall take priority over the general class load formula. Such special agreements in effect are included in Appendix J.

9) Accumulative Load Calculation

All loads shall be calculated on an accumulative rather than an individual section basis; i.e., seven (7) two-period lab sections is 14/24=58% rather than treating 1/24 as 4% and determining the load as 4% x 14 =56%.

10) Within five (5) working days of the start of the semester, the District shall provide the Union with copies of the semester work schedules as provided to teachers.

B) **Limitations**

1) Full Teaching Load

Class loads which fall between 90 and 108% shall be construed as 100%. If a load of more than 103% is assigned for three (3) or more consecutive semesters, the portion of the load between 103% and 108% for the third and any subsequent consecutive semesters shall be reimbursed at one and one-half (1½) times the teacher's regular salary unless compensating time is given in the following two (2) semesters. Overloads in excess of 108% shall be adjusted by a compensatory time adjustment during the succeeding two (2) semesters, or if such time adjustment cannot be made, the teacher shall be paid cash compensation for the overload at one and one-half (1½) times the teacher's regular salary.

In calculating one and one-half (1½) pay due to overloads, the percentage of overload shall be the excess load over 100% and the regular salary shall be the salary in effect during the period of the overload. In calculating underloads to compensate for prior overloads, the amount of the overload shall be the excess over 103% and the amount of the underload shall be the reduction below 100%; moreover, where an overload in one semester is not fully compensated by an underload in the following semester, an underload in the second following semester to compensate for the original overload shall be deemed to compensate for such overload only to the extent that the combined load for the original overload semester, the intervening semester, and the correcting semester does not exceed 308%.

Overload pay shall be paid by the second payroll of the semester such pay is due. Pay for overloads shall not affect the calculation of possible overload pay in future semesters.

2) Size of Classes

(a) In classes in which the enrollment is more than sixty (60), the teacher shall be given one and one-half (1½) hours' credit on his/her full teaching schedule for each contact period with such classes.

(b) Such large classes shall be limited to eighty (80) students.

(c) Maximum class size shall be determined on the basis of the average attendance during the first four (4) weeks of each semester and shall be maintained thereafter for the remainder of that semester.

(d) Shops, labs, and quizzes are limited to the number of stations available in a given lab or shop but the number of students shall normally not exceed twenty (20). If there is an enrollment of over twenty (20) and an average attendance taken over the full semester of over twenty (20), the percentage of teaching load for each such shop, lab, and quiz shall be recalculated and compensated for as outlined in Section 9 B) (1) above. The formula for this calculation is:

The average daily class attendance for the semester, in excess of twenty (20), divided by twenty (20), times the percent of load for that class, plus the percent of load for that class, equal the recalculated load.

(e) Every effort shall be made to equalize classes by the end of the fourth (4th) week of instruction.

(f) The above (a-e) shall not be applicable to Auto-Tutorial, College of the Air, or classes in the various fields of health occupations.

(g) The number of students in a classroom shall be limited to the number of desks or stations in that classroom. If there is an excess number of students, adjustments will be made as soon as possible and within two weeks after the excess is reported.

3) Course Limitations

(a) The administration shall make an effort to limit the number of separate course preparations to three (3) in any given semester. (Not applicable to individual instruction.)

(b) The administration may combine courses only if they are classified within a single division of instruction. Such combinations shall be limited to no more than three (3) courses. (Not applicable to individual instruction.)

(c) When substantial differences of opinion exist, requests for reclassification of courses and procedures shall be considered within each instructional division, and such changes may be made within the terms of this contract with the approval of the Dean of Instructional Services. Changes so approved shall be effective at the beginning of the following semester.

(d) In the event of any arbitration under this subsection (3), the District shall not argue that past acquiescence in the assignment by the teacher justifies or excuses continuation of the practice or failure to change it, and if the Arbitrator determines that there has been a violation of the contract, the Arbitrator may award workload credit in an amount which equitably compensates the teacher for any extra work caused by the violation beyond the preparation time provided in the teacher's schedule, from the date of the filing of the grievance until the excessive assignment is corrected; provided that any remedy shall be retroactive to the start of the semester, if the grievance was filed within twenty (20) working days of the start of the semester. If the administration does not correct the assignment, the workload credit, as ordered by the Arbitrator, shall continue.

4) Protection of Full-Time Teaching Loads

It is the intent of the Board to make reasonable efforts to assure that a regular full-time teacher shall continue to receive full-time assignments before suffering a reduction in work load to part-time status or before being laid off. The parties recognize that declining enrollments, either generally or in particular fields, as well as other changing circumstances may require corresponding staffing adjustments and consequently nothing herein shall constitute a guarantee of employment or shall limit the lawful discretion of the Board in effecting work assignments and layoffs. In attempting to avoid reduction of a regular full-time teacher below a full-time teaching load the following principles shall apply:

(a) This provision shall not apply to underloads assigned to compensate for prior overloads but shall only apply to underloads resulting from lack of full-time work assignments.

(b) If a teacher would otherwise have an underload, a teacher may be assigned to, or volunteer for, Weekend College Courses for the purposes of filling out a work load, subject to the right of appeal as provided in Subsection (c) below. In such event the regular work week limit shall not apply and weekend work shall be given the same percentage load for the same or similar course offered on a full semester basis.

Such Weekend assignments will be made only after it has been determined that there are no classes, for which the teacher is qualified, being taught by Call-Staff teachers at a time preferred by the teacher.

(c) If a teacher refuses an assignment, pursuant

to (b) above, or continues to have an underload including the assignment, he/she will not necessarily receive a special assignment to bring his/her load to 100%. Such teachers will have a right to appeal on the basis of "hardship" to the Executive Dean, whose decision will be final and binding. The Executive Dean will work out an appeal procedure to give the teacher due process.

(d) If a teacher continues to have an underload after application of the above procedures, he/she may be given an overload the succeeding year without further compensation, provided that any such compensatory overload shall not exceed fifteen percent (15%).

(e) In the event a regular full-time teacher is subject to layoff or reduction to part-time status, the teacher affected shall have the first opportunity to accept the reduced part-time assignments before such work is offered to any teacher outside the bargaining unit.

(f) Any regular teacher who would otherwise be subject to layoff shall be offered the opportunity to assume all day/evening/weekend assignments for which he/she is qualified, which will provide a full-time teaching load, and which are otherwise assigned to part-time (loads of under 50%) teachers. Any regular teacher who has been laid off shall be offered the opportunity to assume all day/evening/weekend assignments for which he/she is qualified before such assignments are given to part-time teachers.

5) Travel Time

Teachers who are required by MATC to travel on a regular basis as part of their official Instructor's Programs, but whose teaching load does not include a factor for travel time, shall not have such travel time counted as part of the class load but shall receive pay as provided in Appendix E.

C) Special and/or Professional Assignment

1) Teachers on full-time special and/or professional assignment shall work thirty-two (32) hours per week.

2) Teachers on part-time special and/or professional assignment shall have such assignments prorated on the basis of thirty-two (32) hours per week.

Section 10 — Lounge Facilities

a) Whenever possible, lounges shall be maintained for employees at each Campus Center. Further, wherever possible in supplementary buildings, separate men's and women's rest rooms and rest facilities shall be provided.

Section 11 — Fair Dismissal

a) An employee hired by the Board who has no previous experience shall serve a three (3) year probationary period. During this period the employee will be given guidance, assistance, and recommendations for improvement by his/her immediate supervisor.

b) An employee hired by the Board who has had three (3) or more years of satisfactory experience in a similar institution shall serve a two (2) year probationary period.

c) A probationary employee who is being terminated shall have the right to appeal for a hearing before the Executive Dean with or without representation.

d) A tenure employee, i.e., an employee whose employment is continued after completion of the probationary period, shall not be disciplined, dismissed, suspended, discharged, or denied reappointment except for just cause. Such actions against any employee shall follow these specific procedures:

(1) The employee shall be notified in writing stating cause for such action, with a copy to the Union.

(2) The employee or the Union shall be entitled to proceed under step three of the grievance procedure.

(3) If the employee or the Union is not satisfied with the decision at step three of the grievance procedure, the employee or the Union shall have the right either to:

(a) A hearing with Union representation before the Board, in which case the decision of the Board following such hearing shall be final and binding, or

(b) Appeal to arbitration in accordance with the final step of the grievance procedure as prescribed in this Agreement.

Unless the employee or the Union makes a written request either for a hearing before the Board or for arbitration within fifteen (15) calendar days after receipt of the decision at step three of the grievance procedure, such decision shall be final. The procedures above shall not waive the employee's rights under 118.22 (3) of the Wisconsin Statutes, if applicable.

e) A student complaint may not be used in disciplinary actions if the complaint is more than two years old.

Section 12 — Involuntary Transfer

a) Transfers made because of decreased employee work load due to decreased student enrollment or other similar causes shall be based on seniority; i.e., the employee with the least seniority within the affected department which is being changed shall be transferred first unless an employee with higher seniority requests the transfer. The employee and the Union shall receive notification as soon as possible regarding such transfers.(5)

b) Employees transferred involuntarily in accordance with (a) above shall have the right to return to their original campus, division, or department as positions occur, in reverse of the order in which they were transferred.(6)

Section 13 — Layoff

a) Whenever a layoff is deemed necessary by the Board, the teacher with the least seniority within the affected department shall be laid off first. The teacher and the Union shall receive notification as soon as possible regarding such layoffs, but in no event shall said notice be less than thirty (30) calendar days. A teacher who would otherwise be subject to layoff shall have the right to transfer back to any department from which the teacher transferred within the preceding three years, provided that there is a vacancy or a teacher with less seniority than the transferring teacher within such department.**

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(5) Not applicable to JTPA.
(6) Not applicable to JTPA.

b) (7) If a teacher would otherwise be laid off, such teacher may bump the teacher with the least seniority (Per Article III, Section 20) in a different division but in the same department provided that it is determined that the senior teacher is qualified for the position in the other division.

c) (7) If the teacher is still subject to layoff, such teacher may transfer into any vacant position provided that it is determined that the teacher is qualified for such vacant position. In the event two or more teachers subject to layoff are determined to be qualified for a vacant position, the most senior qualified teacher shall be transferred into said position.

d) (7) A determination that a teacher is qualified to bump to another position shall not be subject to the grievance and arbitration procedure. A determination that a teacher is not qualified to bump or transfer to another position may be grieved and arbitrated. In such arbitration proceedings, the issue to be arbitrated is whether the grievant is qualified for the position in question based upon legitimate requirements and/or needs. If the arbitrator orders the grievant reinstated, such reinstatement shall be implemented within ten (10) school days of the date of receipt of the arbitrator's award, and any teacher who is displaced may be laid off with five (5) school days' notice. If such reinstatement requires the displacement of another teacher, the grievant may be assigned to the position, or, at the option of the District, the grievant may be assigned to another position for the balance of the current semester at equal pay and benefits. The grievant shall, however, be entitled to be assigned to the position in question at the commencement of the following semester. In such proceedings the arbitrator shall have prospective remedy powers only and no back pay shall be granted.

In order to expedite such arbitration proceedings, the grievance procedure shall be waived and the parties shall cooperate in scheduling an arbitration hearing within twenty-five (25) days of the date arbitration is requested. Briefs shall not be filed except at the request of the arbitrator. If such briefs are requested, they shall be filed within seven (7) days.

The parties shall also request the arbitrator to render a decision at the hearing, or as soon thereafter as possible, but not later than ten days after the close of the record.

e) Employees laid off involuntarily shall have the right to return to their original campus, division, or department as positions occur, in reverse of the order in which they were laid off.

f) Employees recalled from layoff shall be expected to report to work on the specified reporting date, but if such a date is fifteen (15) calendar days or less from the mailing date of the recall notice the employee may, upon notice to the employee's immediate supervisor, report to work not later than fifteen (15) calendar days after the mailing date of the recall notice. Recall notices shall be sent certified mail to the last known address of the employee. At the same time a copy will be sent to the Union. Failure of the employee to provide written notice, of intent to return, to Personnel and Human Resources within seven (7) calendar days of signed receipt of the recall notice shall void the employees rights to that specific recall.

g) All seniority and recall rights shall terminate after an employee has been on layoff for a period equal to the employee's total seniority at the time of such layoff but not less than twenty-four (24) months nor more than sixty (60) months.

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(7) Applicable to current (i.e., those on staff prior to July 1, 1985) specially funded teachers effective January 1, 1987. Not applicable to newly hired (after July 1, 1985) specially funded teachers until they have completed three years of employment.

** See Appendix I.

h) (Effective January 1, 1987) Regarding Limited Term Employees, (LTE's) (i.e., those employees who are hired to replace a bargaining unit employee for a limited term) this section shall be applicable but only as it concerns other limited term positions and/or other LTE employees. After three continuous years of limited term employment LTE's rights would be expanded to allow the LTE layoff and recall rights to the extent of paragraph (c) above.

i) The District shall post a position when there are no employees on layoff or subject to layoff who have rights to that position under this section.

Section 14 — Vacancy and Transfer Procedure

a) The Union shall be advised of anticipated vacancies below the Associate Dean level.

b) Vacancies in teaching positions, nonteaching positions, and newly created positions will be publicized by posting a notice at each campus as soon as such vacancies are known.

c) The notice shall clearly set forth the duties and qualifications and the terminal date for filing applications or transfer requests to Personnel and Human Resources.

d) For the purposes of this clause there shall be four job title categories: teacher, counselor, school nurse, and Student Services Specialist III. If an employee is seeking to fill a vacancy within the bargaining unit within the same job title category the employee currently occupies, this shall be considered a transfer request. If an employee is seeking to fill a vacancy in a job title category different from the one the employee currently is within, this shall be considered an application to fill a vacancy.

e) In regard to transfers:

(1) An employee in the bargaining unit shall be given consideration when vacancies occur provided his/her training and experiences meet the necessary qualifications.

(a) If a vacancy in the same department and division is posted, the most senior employee in that department and division applying for the transfer will receive the position. The vacancy will initially be posted on an internal basis only. A vacancy resulting based upon a transfer to the internally posted vacancy may be posted on an open basis.

(b) As to vacancies outside an employees department or division posted on an open basis (as per e) (1) a), where qualifications are substantially equal, the most senior employee applying for the transfer will receive the position.

(2) If an employee does not receive the position requested, he/she shall be notified, in writing, of the reasons and who has been selected.

f) In regard to applications to fill vacancies:

(1) Each qualified applicant shall be accorded a personal interview with the recommending agent.

(2) After the selection has been made, applicants shall be advised in writing as to who has been selected.

g) Upon request, the Union shall be advised of the names of bargaining unit employees who applied for the vacancy in e) or f) above, and were senior to the person selected.

Section 15 — Employee Offices

a) The administration shall assign desk space and reasonable locker space or other facilities for personal belongings convenient to the work area to each employee as soon as possible after appointment.

b) For the safety and convenience of the employees an intercom phone shall be provided in each office complex. Further, an intercom phone shall be reasonably available to all classrooms, laboratories, and shops where student discipline, or safety of the students and employees are factors.

Section 16 — Lunch Period

All full-time employees may schedule a daily duty-free lunch break.

Exceptions are:

a) Occasional luncheon meetings of advisory committees or meetings with employers.

b) Thirty (30) minute duty-free lunch breaks may be scheduled by the supervisor where it meets the needs of a special program or outside agency.

Section 17 — New Employee Orientation

a) An orientation program for new employees shall be maintained by the administration to familiarize them with their duties and responsibilities and to acquaint them with school regulations, buildings, equipment, and services.

b) New employees, during their first semester, shall be provided the equivalent of one (1) day of orientation.

Section 18 — School Calendars(8)(9)**

The teachers' school calendar for 1985-86, 86-87, and 87-88 are found in Appendices A, A-1, and A-2. In the 1985-86 school year there will be 190 school days, which shall include 172 student contact days, seven (7) paid holidays, and eleven (11) non-student contact days. In succeeding school years there will be 175 school days, which shall include 162 student contact days, seven (7) paid holidays and six (6) in-service days.

Section 19 — Substitute Teaching

a) Substitution shall be defined as the act of taking over the duties or responsibilities of another teacher.

b) Teachers on professional assignment may be used as substitutes and shall receive compensation for same at the rate agreed upon herein.

c) Teachers on special assignment may be required to substitute in lieu of fulfilling the special assignment. In such cases, no extra compensation shall be given; however, one (1) hour of substitution shall be equivalent to and deducted from the special assignment load in accordance with the class load percentage assigned to the class being taught.

d) A teacher shall not be asked to "look in on" or otherwise supervise a class in another room, shop, or lab when he/she is already teaching in his/her own assigned room, except in a temporary emergency.

e) Stacking or "absorbing" of one (1) class into another shall not be done except in extreme cases of emergency when no other solution is possible, and shall be subject to the following:

(1) When stacking is done, every effort must be made to match the type of students and classes as well as the level of the classes.

(2) Stacking of classes is substitution and shall be compensated for at the rate agreed upon herein.

(3) Scheduling more than one (1) class in the same room at the same hour is not considered stacking when this is normally done on the basis of individual instruction.

f) Substitution shall be compensated for as follows:(10)

During Preparation Time

1-10 days per school year on a cumulative basis — $7.50 per class period.

Over 10 days per school year on a cumulative basis — $10.50 per class period.

g) Assignment to substitute teaching shall be considered a professional responsibility and will be accepted by the teacher unless it interferes with his/her regular class responsibility.

Section 20 — Seniority**

a) Seniority at MATC shall be determined by date of appointment. Whenever two (2) or more persons are appointed on the same date an impartial drawing shall be conducted by the parties to this Agreement.

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(8) See Appendix G for HSCS addition.
(9) Not applicable to JTPA (See Appendix H).
** See Appendix I.

(10) Not applicable to HSCS and JTPA (See Appendices G & H).
** See Appendix I.

b) Seniority in a Department within a Student Division shall accrue from the date of assignment or transfer to that department. However, upon completion of three (3) years of teaching in such a department or if the former department has been eliminated, seniority shall then accurue from the date of appointment at MATC as outlined in a) above. The seniority of teachers in the HSCS division shall include all seniority and benefits accrued in the former Continuation School. A teacher who voluntarily transfers to a new department shall lose all departmental seniority in the former department except that for purpose of layoff only, the teacher shall retain all seniority accumulated in the former department for a period of three (3) years after such transfer.

c) Separate seniority lists for full-time and part-time teachers, showing district and campus seniority, shall be provided the Union by Personnel and Human Resources no later than September 15 of each year.

d) For transfer and layoff purposes, seniority is presently determined upon the basis of separate departments within separate student divisions.

e) The recognized student divisions are Associate Degree, Adult Vocational, Adult High School, Apprentice, ABE, HSCS, and JTPA.

Section 21 — Educational/Program Changes and Innovations

a) Suggested changes or innovations for more effective classroom instruction/program may be proposed by the employees to their immediate supervisor with copies to the Dean of Instructional Services/Dean of Student Services and appropriate Cabinet Division Head.

b) Major educational/program changes or innovations shall be discussed by the appropriate supervisors, department, and employees before implementation.

c) When major educational/program changes or innovations are to be introduced, plans for accomplishing the change shall be developed by the appropriate supervisors and employees, taking into consideration such elements as staff, facilities, equipment, supplies, services, etc.

d) The parties anticipate that experimental and innovative programs will require deviations from certain provisions of the current Agreement. In the event that such programs are contemplated, the parties shall negotiate in good faith to determine appropriate exceptions to this Agreement.

Section 22 — Temporary Parking

Employees who are required by MATC to travel from the Milwaukee Campus during the work day and who must load or unload materials or equipment which can't conveniently be carried to or from their regular parking places, will be given, upon request, temporary parking permits to park in designated locations solely for the amount of time needed for such loading or unloading.

ARTICLE IV — Grievance Procedure

Section 1 — Definitions

a) A grievance shall be any matter which involves a violation of one or more specific provisions of this Agreement.

b) A complaint is a personal dissatisfaction of an employee with any aspect of his/her employment which does not involve a grievance as defined above.

Section 2 — Rights

a) Both parties, including their members and agents, have the right to make use of this procedure. A grievance may be filed at the step commensurate with the level of authority responsible for the act which is being grieved.

b) Either party shall have the right to be represented by counsel or such additional persons as are deemed necessary at any step of this procedure.

c) The Union shall have the right to be present at any step of this procedure when an employee chooses to process a grievance on his/her own behalf. The Union shall receive prior notice of all such hearings.

Section 3 — Limitations

a) The grievance or complaint procedure provided in this Agreement shall not prohibit the parties from using any procedures or remedies afforded by law.

b) If the grievance is not processed within thirty (30) work days from the date that the employee knew or should have known of the existence of the grievance, it shall be considered closed.

c) Any time limit in the procedure may be extended by mutual consent in writing. If the grievance is not pressed by the Union or the employee within the prescribed time limits it shall be considered closed.

d) No decision or adjustment of a grievance shall be contrary to this Agreement.

e) Failure of the employer to communicate the decision on a grievance at any step of the procedure within the specified time limit shall permit the Union to submit an appeal at the next step of the procedure.

f) Whenever it is necessary to hold hearings on a grievance during the work day, the employees, limited to three (3), whose presence is deemed necessary by the Union to properly process the grievance shall be allowed time without loss of salary. Additional employees required in these hearings may be permitted by mutual agreement.

g) The final step for resolving a complaint will be Step 3 as outlined in Section 4 below (an appeal before the Executive Dean or designee whose decision shall be final).

Section 4 — Steps

Step 1. (Verbal)

Employees may discuss their grievances with their immediate supervisor directly and individually or accompanied by their Union representative.

a) The immediate supervisor shall inform the employee of his/her decision within three (3) work days after such discussion.

b) An employee may waive this step and proceed to Step 2 in the procedure if he/she so desires.

Step 2. (Written)

If the grievance is not resolved satisfactorily, the employee may submit the grievance, in writing, to his/her immediate supervisor within seven (7) work days after receipt of the verbal decision.

a) The immediate supervisor shall hear the grievance with the employee and his/her representative within five (5) work days after the receipt of the grievance in writing.

b) Within five (5) work days after the hearing, the immediate supervisor shall inform the employee and Union, in writing, of his/her decision.

Step 3. (Appeal)

If the grievance is not resolved satisfactorily, the employee or the Union may appeal within ten (10) work days to the Executive Dean.

a) Within ten (10) work days after the receipt of the appeal the Executive Dean shall hold a hearing on the grievance.

b) The employee and the Union shall be given notice at least two (2) work days prior to the hearing.

c) Within five (5) work days after the hearing, the Executive Dean shall inform the employee and the Union in writing of his/her decision.

Step 4. (Arbitration)

If the grievance is not resolved satisfactorily, either party may appeal within fifty (50) work days for arbitration. Failure to make a written request to the WERC for a list of arbitrators within such fifty (50) work days shall mean that the grievance is closed. If a request for a list of arbitrators is timely made, but the requesting party does not proceed within twenty-five (25) work days after receipt of the list to select an arbitrator and schedule a hearing, the grievance shall be closed unless such failure is caused by the other party or the proposed arbitrator. The provisions covering arbitration are as follows:

a) In the selection of an arbitrator, the parties shall meet in an effort to reach mutual agreement. If no agreement is reached within two (2) weeks after the initial request for arbitration, then the arbitrator shall be selected as follows:

The parties shall request a list of five (5) private arbitrators from the WERC. Either party may reject the entire list and ask for a second (2nd) list to be furnished. However, neither party may reject more than one (1) list. When a list is agreed upon, the parties shall then alternately strike names from the list, commencing with the party which loses a coin toss. The last person remaining upon such list shall be the arbitrator.

b) Each grievance shall be submitted to a separate arbitrator.

c) The decision and award of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to him/her.

d) The decision and award of the arbitrator, if made in accordance with his/her jurisdiction and authority under this Agreement, will be accepted as final by the parties to the dispute and both parties will abide by it.

e) The sole function of the arbitrator shall be to determine whether there has been a violation of an express provision of this Agreement but shall have no power to add to, subtract from, modify, or amend this Agreement.

f) The cost of arbitration shall be shared equally by the Board and Union. Any additional costs for witnesses, transcripts, or counsel shall be borne by the requesting party.

ARTICLE V — Salaries and Professional Growth(11)

Section 1 — Salary Schedules

a) The salary schedule for teachers for the period of August 28, 1985, through August 27, 1986, is indicated in Appendix B.

The salary schedule for teachers for the period of August 28, 1986, through August 26, 1987, is indicated in Appendix B-1.

b) The salary schedule for Non-teaching Professionals for the period July 1, 1985, through June 30, 1986, is indicated in Appendix B-2.

The salary schedule for Non-teaching Professionals for the period July 1, 1986, through June 30, 1987, is indicated in Appendix B-3.

c) A teacher in steps 0-13 who has fulfilled cyclical requirements for certification purposes and taught the previous full semester shall advance one step on the salary schedule at the beginning of each school year.**

Section 2 — Salary Determination**

The rules for the determination of classification and step for teachers are attached as Appendices C and D.**

Section 3 — Certification and Professional Growth

Requirements for original and continued certification are established by the Wisconsin Board of Vocational, Technical and Adult Education for employees.

Section 4 — Salary Reclassification**

Programs of study or courses which have not received prior approval by the Dean or Regional Administrator shall be credited for salary reclassification only if approved at the discretion of the Dean of Instructional Services. To avoid misunderstanding, teachers are encouraged to obtain advance approval.

Salary reclassification, following the completion of requirements for the new class, shall be effective only if requested by an application and supported by appropriate documentation. If the application for reclassification is received by the fifth (5th) day of the term (each semester) and documentation is furnished as soon as it is available, the reclassification shall be effective at the beginning of that term. If the application is submitted after the fifth

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(11) Not applicable to JTPA (See Appendix H).

** See Appendix I.

(5th) day of the term, the reclassification shall be effective at the beginning of the following term.

Section 5 — Non-Workload Class Rates

Employees assigned to day, evening, and/or weekend courses not included in the employees regular workload, except as otherwise provided in Article III, Section 9B) 4), shall be paid a class period rate as provided in Appendix F.

ARTICLE VI — Insurance

Section 1 — Health

a) The Board agrees to provide and pay the full hospital, medical-surgical, and major medical insurance premiums for all eligible employees and their dependents. The following is a brief outline of the major provisions:

1) Hospital — 365-day hospital coverage, semi-private room.
2) Medical-Surgical — $25,000 maximum, full maternity contract.
3) Major Medical — $150,000 maximum, $100 deductible. ($200 family maximum)
4) Cost Containment — The hospital insurance plan shall contain the following cost containment programs:
   (a) Prohibition of Non-Emergency Weekend Admissions
   (b) Second Opinion Surgery
   (c) Home Hospice Care
   (d) Ambulatory Surgery
   (e) Medical Bills Review Incentive

   Complete details of these programs are in Appendix N.

   (1) All employees subject to the cost containment provisions for the District Health Insurance program will be reissued new insurance cards which clearly indicate to potential providers those areas of benefits which require specific attention in order to receive full coverage.

   (2) Any dispute based upon a provider's expenses and carrier's level of coverage will be resolved between the provider and the carrier. The employee will be held harmless in such disputes and be provided full coverage unless it can be established that the employee intentionally elected health care procedures that were subject to reductions in coverage pursuant to the cost containment program.

b) The Board shall continue to pay health insurance premiums while an employee is on accumulated sick leave. After an employee's accumulated sick leave has been exhausted, the Board shall continue premium payments for a period of up to but not exceeding six (6) months. Such employees may purchase an additional twenty-four (24) months of coverage at group rates.

c) Health insurance shall be continued through the summer recess for those teachers employed for the previous semester.

d) Optional coverage offered by a health maintenance organization (HMO) shall be made available to all employees, provided that any employee who elects the HMO coverage shall be required to pay monthly, in advance, any additional cost in excess of the cost of the regular coverage furnished by the Board.

e) If an employee is laid off, health insurance coverage will be continued for an additional thirty (30) days. Such employees may purchase at group rates an additional twelve (12) months of coverage, or until the employee is eligible for coverage as a result of employment with another employer; whichever is shorter.

f) The Board shall provide and pay the full hospital, medical-surgical, and major medical insurance premium (including dependent coverage) through the end of the month in which the retiree reaches age sixty-five (65) for all eligible employees who retire:

1) After July 1, 1986, between the ages of fifty-five (55) and fifty-nine (59), inclusive with at least twenty (20) years of cumulative service; or,

2) **After** July 1, 1986, between the ages of sixty (60) and sixty-four (64), inclusive, with at least ten (10) years of cumulative service.

Eligible employees who retire as outlined in subparagraphs (1) or (2) above and who would have had twenty (20) years of cumulative service at age sixty-five (65) if they had not retired earlier, shall be eligible for health insurance benefits at age 65 to the same extent as employees who retire at age 65 as specified in the next sentence. For all eligible employees with at least twenty (20) years of cumulative service who retire after September 1, 1977, and who at age sixty-five (65) desire to continue the regular hospital, medical-surgical, and major medical insurance program in effect for active employees less that portion covered by Medicare, the Board shall pay one-half the monthly premium and the retiree shall pay one-half the monthly premium.

For purposes of this section, cumulative is understood to mean that a break in service does not disqualify an employee for eligibility if the break in service is for reason of layoff. Leaves of absence are not considered a break in service. Non-paid leave time and lay off time shall not be counted toward cumulative service.

g) In the event of any national health insurance program, no benefits provided hereunder shall be reduced or eliminated, provided, however, that any benefit or coverage provided by the legally required program need not be duplicated under the program provided by the Board.

Section 2 — Dental

a) The Board agrees to provide dental insurance for all eligible employees and their dependents. The Board further agrees to pay the full dental insurance premium for single employees; employees will pay 25% of the premium for dependent coverage (but not more than $6.00 per month), with the Board to pay the balance.

b) Participation in the dental plan shall be mandatory. Employees with dependent coverage shall pay their share of the insurance premium through payroll deductions.

c) The Board shall continue to pay dental insurance premiums while an employee is on accumulated sick leave. After an employee's accumulated sick leave has been exhausted, the Board shall continue premium payments for a period of up to but not exceeding six (6) months. Such employees may purchase an additional twenty-four (24) months of coverage at group rates.

d) Dental insurance shall be continued through the summer recess for those teachers employed for the previous semester.

e) If an employee is laid off dental insurance coverage will be continued for an additional thirty (30) days. Such employees may purchase an additional sixty (60) days of coverage at group rates.

f) The Board reserves the right to select the insurance carrier.

g) The following is a summary of benefits provided under the plan:

SCHEDULE OF DENTAL BENEFITS

Maximum per participant per calendar year	$1,000.00
Deductible per participant per calendar year	$ 25.00
Maximum family deductible per calendar year	$ 75.00
Diagnostic*	100%
Diagnostic X-rays	
Oral examinations	
Preventive*	100%
Ancillary	100%
Anesthesia and injections	
Emergency palliative treatment and denture repairs/adjustments	
Restorations	
Regular (Direct Fillings)	100%
Precious Metal (Indirect Fillings)	50%
Oral Surgery	80%

Endodontics	80%
Periodontics	80%
Prosthodontics	50%
Orthodontics (separate maximum)	50%
Lifetime maximum per participant	$1,500.00
Dependents covered to age 19	
Dependents Covered	Same as for current Employee Health Insurance Plan
Eligibility for Coverage	Same as for current Employee Health Insurance Plan

Section 3 — Life

a) The Board agrees to provide and pay the full group life insurance premium for all eligible employees as currently provided. The following is a brief outline of the major provisions:

1) Amount — Equal to total annual earnings to next higher thousand for the previous calendar year.

2) Accidental Death — Principal sum doubled.

3) Dismemberment — According to the schedule.

b) The Board shall continue to pay life insurance premiums while an employee is on accumulated sick leave. After an employee's accumulated sick leave has been exhausted, the Board shall continue premium payments for a period of up to but not exceeding six (6) months. Such employee may purchase an additional twenty-four (24) months of coverage at group rates. The Company grants a waiver of premium in cases of long-term total disability.

c) Life insurance shall be continued through the summer recess for those teachers employed for the previous semester.

d) If an employee is laid off life insurance coverage will be continued for an additional thirty (30) days. Such employees may purchase at group rates an additional twelve (12) months of coverage, or until the employee is eligible for coverage as a result of employment with another employer; whichever is shorter.

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* Not subject to deductible.

e) The current insurance coverage will not be changed by the Board without Agreement from the Union.

Section 4 — Long-Term Disability

The Board agrees to provide long-term disability benefits to all eligible employees, with these major provisions:

(a) 180-day waiting period.

(b) 66⅔% of the employee's previous W2 statement or current contract (Class and Step) salary, whichever is greater to a maximum of $2,600/month.

(c) The benefits otherwise payable under subparagraph b shall be reduced by payments from Worker's Compensation, primary social security, disability retirement, and any other salary continuance plan paid entirely or partially by the Board.

(d) Benefits payable to age 65.

(e) This plan may be insured with a commercial carrier or be self-insured by the Board, but in either case the plan may contain such other terms, conditions, and requirements as are customary in comparable commercial insurance plans.

(f) The current insurance coverage will not be changed by the Board without agreement from the Union.

Section 5 — Change of Carriers

The current insurance coverage and benefits will not be changed except by mutual agreement. The Board may change insurance carriers and enter into a replacement contract with any other qualified insurer or establish a self-administered plan provided:

a) The cost of any replacement plan/program shall be no greater to individual group members than prior to making the change.

b) That coverage and benefits of such replacement program shall be at least identical to the current coverages and benefits currently in effect for employees and retirees.

c) Any replacement program shall continue to provide Compcare option for those employees who make such election on the same basis as the current program.

d) Prior to a substitution of carrier or implementing a self-administered plan, the Board agrees to provide the Union with a full 60 days to review any new plan.

e) The Board shall supply the Union with a complete copy of all insurance plans in effect as of January 1, 1986, within thirty (30) days of the signing of this Agreement.

f) Any dispute arising out of an alleged failure of the Board to abide by the assurances contained in this section may be submitted directly to Arbitration by the Union. The decision of the Arbitrator shall be limited to the determination of whether or not the substitute plan is in compliance with (a), (b), (c), (d), and (e) above, shall specifically identify the lack of compliance, and shall be final and binding in that respect. The Arbitrator shall not have the authority to modify it in order to comply with the assurance of this section. Any such challenge shall be brought by the Union within the 60 days period of review provided in (d) above. No substitute plan shall be implemented until the issues submitted to Arbitration have been resolved.

ARTICLE VII — Pension

Section 1 — Retirement System Contribution

The Board shall pay five percent (5%) of the employee's pensionable earnings as part of the employee's contribution to the Wisconsin State Retirement System. Effective January 1, 1986, the Board shall pay six percent (6%) of the employee's pensionable earnings to the Wisconsin Retirement System.

Section 2 — Terminal Pay

One-half of unused accumulated sick leave, up to a maximum of thirty (30) days of full pay, is to be used to continue the payment of health insurance premiums for the employee and his/her eligible dependents at the time of retirement (disability, early, or normal). Terminal pay for teacher will be paid at 1/175 of annual salary as of the last work day of May 1968. The employee has the option to request (or in the event of the death of the employee, his/her designated beneficiaries shall receive) a lump sum payment equivalent to the total benefit less any payments made for the extended medical coverage. The beneficiary designated under the Board's group life insurance plan shall receive the payment unless the employee has filed a different designation in writing with the Office of Personnel and Human Resources.

Section 3 — Early Retirement

The Board shall elect coverage under Wisconsin Statute Section 40.02 (42) (f) for determining retirement benefits for employees who retire:

(a) During the term of this agreement, provided such an election is then permitted under state law, and

(b) After attaining age 60 and before attaining age 65, provided that an employee shall be eligible for such early retirement benefit only if the employee gives the Board written notice of such planned early retirement no later than the first day of the last complete school semester preceding the expected date of retirement.

ARTICLE VIII — Leaves of Absence

Section 1 — Sick Leave

a) Computation and Accumulation(12)**

(1) All full-time teachers shall earn fifteen (15) days of sick leave credit per year, with maximum full-time accumulation up to 150 days and with unlimited accumulation of one-half (½) day of sick leave for each accumulated full day unused over 150 days. Teachers employed after

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(12) Not applicable to JTPA (See Appendix H).
** See Appendix I.

the beginning of the school year shall be credited with a proportionate amount based upon one and one-half (1½) days of sick leave per each remaining school month.

(2) Part-time day school teachers with a fifty percent (50%) teaching load or greater shall earn sick leave credit on a prorated basis.

b) Use

Each employee has the right to use his/her annual sick leave for personal illness or for absences for personal and compelling reasons. The concept of "personal and compelling reasons" shall include but shall not be limited to the following:

(1) a required attendance at a court proceeding,

(2) a required attendance at a legal proceeding for the purchase or sale of a home in which the employee will reside,

(3) absence due to summoning by a governmental agency, such as the Internal Revenue Service or the Draft Board,

(4) absence due to a legal proceeding involving adoption of a child by the employee,

(5) absence due to attendance at a funeral of a close friend, a relative, or a fellow employee,

(6) absence due to travel involved in funeral attendance,

(7) where established religious discipline makes it mandatory upon the employee to desist from his/her daily occupation,

(8) absence to attend the graduation of a son or daughter from high school or an institution of higher learning, and

(9) other emergency absences of a reasonable nature.

The foregoing enumeration shall not be considered to be all-inclusive and shall not be deemed to limit the general standard of "personal and compelling reasons."

c) Reports and Procedures

Requests for the use of sick leave shall be on forms provided by the Board. In any case other than personal illness, the employee must file a written explanation with the immediate supervisor as early as the circumstances reasonably permit and in advance of the absence whenever possible. With respect to absences for an aggregate of three days per school year for personal and compelling reasons, permission of the immediate supervisor shall not be required; however, the Board reserves the right to question the qualification of any such claimed absence by notifying the Employee and the Union that such claimed absence is being challenged. In the event of any such question, the Board agrees that it shall not make any deduction from the pay of the employee on account of any such absence unless and until the deduction has been authorized through the grievance or arbitration procedure or no grievance is filed by the Union pursuant to the time lines in the grievance procedure. With respect to any absence for personal and compelling reasons in excess of an aggregate of three days per school year, the request must be approved by the immediate supervisor and such approval must be obtained in advance whenever possible. Requests of a confidential nature may be discussed with the immediate supervisor and if approved by the immediate supervisor, the employee will not be required to state in writing the detailed nature of the request. The foregoing limitations with respect to deductions from the pay of the employee in the event of a dispute concerning an absence hereunder shall not apply to any such absence which requires permission hereunder.

d) Notification of Accumulation

Each employee will be informed of the status, as of August 31st, of accumulated sick leave by November 1st of each year.

Section 2 — Sabbatical Leave

Whenever employees desire leave to continue their professional studies and improve themselves as employees, they may be granted sabbatical leave under the following conditions:

a) The employee must give one and one-half (1½) semesters' notice in writing to his/her immediate supervisor of his/her request for such a leave, stating the nature of the program of professional improvement that he/she contemplates pursuing. However, under extenuating circumstances, this provision may be waived at the discretion of the Executive Dean. Preference shall be given to requests for one (1) full year's sabbatical.

b) The employee must have worked as a full-time employee or rendered equivalent professional services at MATC for six (6) out of the previous eight (8) years including the year preceding sabbatical leave. Years worked prior to a sabbatical may not be counted toward the required number of years for a subsequent sabbatical.

c) The employee must sign a promissory note and a written agreement to return to work after his/her leave is completed and to work at least one (1) year thereafter or refund his/her entire sabbatical leave pay.

d) A leave shall be granted when recommended by the District Director and confirmed by the Board. Requests will be responded to one (1) semester prior to leave.

e) Sabbatical leave with pay shall not be granted for less than one (1) semester or more than two (2) semesters.

f) Such leave shall be subject to the following financial arrangements:

(1) The employee shall be paid at the rate of sixty percent (60%) of his/her salary including the annual increment.

(2) Earned reclassification shall be granted only upon return from leave.

(3) Salaries shall be paid on the same schedule as that of the regular employees.

g) Sabbatical leave shall be limited to four (4) teachers per semester; any such leave granted to a nonteaching employee will not be counted in computing the maximum limitation of four (4) sabbatical leaves per semester for teachers.

h) Teachers seeking to extend their period of study while on leave after their rights under sabbatical leave have been exhausted shall, by March 15th or October 15th, make application to their immediate supervisor for extended leave without pay. Approval must be obtained as in d) above.

i) An employee on paid sabbatical leave shall continue to receive fringe benefits, excluding sick leave, with continuing seniority during the period he/she is on leave. An employee on unpaid leave shall have the right to make his/her own and the Board's regular contribution to all benefits requiring such contributions.

j) If the sabbatical leave is for the purpose of attending school, employees must take: (1) at least the normal full time load for their program, or (2) an approved program as recognized by the Executive Dean.

Section 3 — Maternity Leave

a) Temporary disability leave will be granted for such period of time as may be medically necessary as established by satisfactory medical evidence. Temporary disability leave is treated in accordance with sick leave provisions of this contract.

b) After any period of disability on account of pregnancy, the District Director may grant leave without pay as provided in Article VIII, Section 9.

c) For employees in JTPA, or other federally funded programs, the maternity leave shall terminate if the employee's position is eliminated by termination of the program and the employee has no right to transfer to a different position.

Section 4 — Military Leave

a) Employees who enlist, are drafted, or are recalled to extended active military service shall be granted a leave of absence without pay in accordance with the provisions of federal law, state law, and this Agreement.

b) Employees granted such leave shall upon their return be credited for their previous service in the school and the number of years permitted by law for military service credit if they have not already received this, these years to be used as the basis for placement on the salary schedule and accrued seniority.

c) Employees who are members of a reserve component of the Armed Forces and who are required to enter upon active training duty or are required to accept special service during scheduled working days, shall be paid the difference between the amount of pay they receive from the federal or state government for such duty and their regular earnings, calculated on the basis of their normal daily or weekly salary, but not to exceed four (4) weeks per year.

d) Employees returning from extended military service shall be informed of their rights by their immediate supervisor or the employee's Cabinet Division Head.

Section 5 — Duty-Incurred Disability Leave

If employees are absent from work due to a duty-incurred disability directly related to their employment, the following shall apply:

a) If this injury is covered by Worker's Compensation, they shall receive, in addition to the Worker's Compensation, the difference between their payment and their regular salary for a period not to exceed 150 working days from the first (1st) day following the incident. This shall be in addition to their accumulated sick leave. During this period of time, the employee's other fringe benefits shall be maintained.

b) In the event this injury is not covered by Worker's Compensation or is being contested by the Wisconsin Department of Industry, Labor and Human Relations under the Worker's Compensation Law, employees shall still be covered for full salary for a period of time not to exceed 150 days. This shall be in addition to their accumulated sick leave as in section (a) above.

c) In order to be eligible for this benefit, the employee shall promptly report the incident to his/her immediate supervisor.

d) If an employee is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the incident, the Board has no further responsibility for pay or loss of accumulated leave.

Section 6 — Professional Leave

a) Definition**

Professional leave shall be defined as leave granted for attendance at conferences, conventions, (including WFT Conventions), workshops, institutes, school visitations, and other similar meetings which are related directly to the improvement of the teachers and their department or division.

b) Allowance

Five (5) days of professional leave shall be granted during the work year with approval of the immediate supervisor. One (1) day of unused professional leave may be carried over to the succeeding work year, in which case the above limit of five (5) shall then be six (6). For school year employees, professional leave may not be taken during the separate summer school employment, unless otherwise approved by and at the sole discretion of the employee's immediate supervisor.

c) Request and Approval

Employees shall submit a request to their immediate supervisor thirty (30) days in advance of the meeting if possible. The supervisor shall respond within five (5) days. Provided the purpose of the leave qualifies under subparagraph (a) above, the request shall be approved based on departmental needs.

d) Classroom Arrangements

Teachers going on professional leave shall provide a plan for the continuity of their instructional program.

e) Reports

Employees granted professional leave shall share their experiences, in writing on District forms when requested, with their divisions or departments at the earliest possible time following the leave.

** See Appendix I.

Section 7 — Called Conference

a) Definition

A meeting called by a state or federal agency, or a meeting called by a professional organization, or a meeting where attendance is requested by the administration.

b) Approval

The Executive Dean may approve such leaves.

c) Salary Continuation and Expenses

The Executive Dean may approve salary and/or appropriate expenses.

d) Reports

Employees who have attended a called conference may be required by their supervisor to prepare a written summary of the meeting and upon return may be required to relate their experiences to their department.

Section 8 — Union Leave

a) With Pay

The Board shall make available to the Union a total of sixteen (16) days annually for leave for business which is determined to be mutually beneficial to the Union and the Board. The Union President may designate the use of up to nine (9) of such days without the approval of the District Director, provided that the propriety of the purpose of such use may be disputed by the administration through the usual contract procedures. The designation of the use of the remaining seven (7) days shall be by mutual agreement of the Union President and the District Director. In every case, whether or not the agreement of the District Director is required, the designation by the Union President shall be submitted to the District Director as early as reasonably practicable. The District Director (a) shall affirm his/her mutual agreement to the designation, or (b) shall neither agree to nor dispute the designation by the Union President, such response to be made prior to the date of the leave if reasonably practicable. Such employee time includes but is not limited to appearances at legislative hearings, service on study committees outside the regular responsibility of the school, and representation on civic commissions where the scheduled meetings occur during the regular work day.

b) Without Pay

The Union shall be entitled to designate three (3) delegates to the AFT annual national convention, each of whom may take two (2) non-student contact days for leave without pay to attend such convention. The employees intending to take such leave without pay shall give reasonable advance notice to the administration but such leave shall not require approval. The availability of such leave without pay shall not in any manner affect whether leave for the AFT national convention may also qualify for union leave under subsection (a) above or for unpaid leave under Section 9 below.

Section 9 — Other Leaves Without Pay

a) Upon request, employees may be granted leave without pay, when recommended by the Executive Dean and approved by the District Director and Board, for the following purposes:

(1) Civic Participation Leave. Such leave includes election or appointment to a position of public responsibility.

(2) Labor or Organizational Leave. Such leave includes election or appointment to perform service as a representative of a local, state, or national labor or professional organization.

(3) Occupational Leave. Such leave includes a period wherein the employee wishes to acquire experience and knowledge in his/her field as an employee in private or public employment.

(4) Humanitarian Service Leave. Such leave to include Peace Corps, VISTA, etc.

(5) Additional Leaves. Such leaves, for good and sufficient reasons, may be granted at the discretion of the Executive Dean. If such leave extends beyond thirty (30) calendar days it must be approved by the District Director and the Board.

b) The period of time for which such leaves are granted shall not exceed two (2) years or one (1) term of office.

c) Employees on such leave shall, if they so desire, be permitted to make their own and the Board's regular contributions to all benefits requiring such contributions.

d) An employee's prior increment credit and seniority rights shall be retained and applied upon return to his/her position in the school.

e) For leaves greater than thirty (30) calendar days, the Board shall notify the employee, in writing, as to the employee's rights and benefits while on such leave.

Section 10 — Return After Leave

a) Employees returning from an extended leave shall be restored to the status they held at the time the leave was granted unless additional education and experience shall entitle them to improved status.

b) A certificate of health from a physician shall be required upon return from sick leave, maternity leave, military leave, or duty-incurred disability leave.

Article IX — Employee Files and Evaluation

Section 1 — Employee Files

a) An employee shall have the right to examine the contents of his/her personnel file. All materials, except credentials from colleges and inquiries and reference letters, shall be available to the employee and, upon the written authorization of the employee, to representatives of the Union.

b) Employees shall have the right to answer or qualify such material or report filed, and said answer shall be attached to the material in the file.

c) Employees shall be permitted to have included in their file any material which they feel is pertinent to their professional career, performance as employees, and personal qualifications.

d) No record that an employee has participated in a grievance shall be filed in the employee's personnel or confidential file.

e) Any materials outside an employee's personnel file to be used in disciplinary action against the employee shall be provided to the employee when the action is being taken. However, this shall not preclude the use of materials discovered after the action is taken. This material will be provided to the employee upon its discovery.

Section 2 — Employee Evaluation

a) Employee evaluation procedures are recognized to be a cooperative effort between the teacher and his/her immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction/job performance.

b) To achieve these results the following steps shall be initiated:

(1) Each employee shall receive a copy of his/her evaluation at the time it is made.

(2) In the case of an unsatisfactory evaluation, a conference between the employee and the Dean or designee shall be initiated immediately by the supervisor. The employee has the right to Union representation at such conference.

(3) In the case of an unsatisfactory report, the employee shall have the right to submit written comments to be forwarded to the employee's Cabinet Division Head with the supervisor's report. At the employee's request copies of his/her comments shall be placed with the supervisor's report in the personnel file.

(4) It shall be the responsibility of the supervisor to assist employees in their development in every reasonable way.

(5) The intercommunication system shall not be used for observation or evaluation of employees.

ARTICLE X — Academic Freedom

Section 1 — Within MATC**

** See Appendix I.

The spirit of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgment occur.

Section 2 — Outside of MATC

When employees speak or write as citizens outside of school, they shall be free from administrative and institutional censorship and discipline. However, the employees have the responsibility to clarify the fact that they speak as individuals and not as employees of this school.

ARTICLE XI — Publication Rights, Inventions, and Patents

Section 1 — Board Rights

a) Materials or devices created as part of the officially assigned employee responsibility shall be the property of the Board.

b) The Board shall patent or copyright all such materials or devices in its own name; however, such items shall bear the name(s) of the creator(s).

c) All profits from the production of said material or device shall be returned by the publisher or agent to the school.

d) In order to stimulate such creations:

(1) Fifty percent (50%) of the profits shall be distributed and returned to the innovator(s) and producer(s) of the material or devices.

(2) The remaining fifty percent (50%) shall be placed in a research fund by the Board.

Section 2 — Employee Rights

When the materials or devices are created by an individual employee on his/her own time, the following provisions shall apply:

a) Any written material or patentable projects in the development form may be prepared at school expense and sold through the Bookstore at the cost of production and handling if used in MATC classes/programs.

b) Such materials may be sold by MATC at cost to other Wisconsin vocational schools. However, such schools shall not have any reproduction rights.

c) The copyright and royalties are the property of the individual if the material has been created solely at the author's expense on his/her own time.

Section 3 — Rights for Telecourses and Related Materials

a) Sections 1 and 2 above shall not apply to telecourses and related materials, as defined in subsection b) below, in any respect.

b) Telecourses and related materials created as part of the officially assigned employee responsibility and related written or developed materials derived from or based upon the telecourse scripts shall be the property of the Board.

c) Any patent or copyright of such telecourses and written or developed materials shall be in the name of the Board; however, such telecourses and related materials shall bear the name of the assigned employee.

d) When such telecourses and related materials are to be distributed, the arrangements for such distribution shall be made by MATC.

e) When such distribution of telecourses and related assigned materials is made within the State of Wisconsin all revenues from such distribution shall be retained by MATC.

f) When such distribution of telecourses and related assigned materials is made outside the State of Wisconsin, the revenues from such distribution shall be returned to the Board and payments shall be made as follows:

(1) The Board shall retain the first $1,500.00 of the revenues from each such telecourse as a one-time charge, if MATC incurs cost of reproduction of the telecourse for distribution.

(2) Revenues from the distribution of related as-

signed materials shall first be used to reimburse MATC for direct expenses incurred by MATC in the reproduction and distribution of such materials to outside parties.

(2) Twenty percent (20%) of the balance, but not in excess of $4,000.00 per fiscal year to a maximum of five (5) years, shall be paid to the assigned employee.

g) When such distribution of telecourses is made outside the State of Wisconsin in exchange for services, rights, or privileges not having fixed monetary value, MATC shall make a payment to the assigned employee of $200.00 for each separate institution receiving the telecourse from MATC. Any such payments shall be added to payments under subsection f) (3) in applying the specified maximum annual payments.

h) Revenues from the distribution of materials created outside of the officially assigned employee responsibility, but derived from or based upon telecourse scripts, shall be returned to the Board and payments shall be made as follows:

(1) Such revenues shall first be used to reimburse MATC for direct expenses incurred by MATC in the reproduction and distribution of such materials to outside parties.

(2) Twenty percent (20%) of the balance, but not in excess of $2,000.00 per fiscal year to a maximum of five (5) years, shall be paid to the assigned employee.

(3) In the event that more of such materials are distributed per fiscal year than the head count of those enrolled in the related telecourse, or in any fiscal year in which such materials are not part of the required assignment for such telecourse, then fifty percent (50%) of the revenues from such distribution shall be paid to the assigned employee, without regard to the maximum limits mentioned in subsection h) (2) above.

i) For the purpose of applying the five (5) fiscal year maximum limitations in subsection f) (3) and h) (2) above, the first fiscal year shall be the year in which the telecourse is first broadcast under circumstances which entitle the employee to share in the revenues under this agreement. If the first such broadcast occurs between July 1 and December 31, the fiscal year hereunder shall be July 1 to June 30. If the first such broadcast occurs between January 1 and June 30, the fiscal year hereunder shall be January 1 to December 31. If the revenues otherwise allocable to an employee in any fiscal year exceed the annual maximum, such revenues may be carried forward in computing the revenues of subsequent fiscal years through the fifth and final year of payments hereunder, subject to the maximum limit in each such subsequent year. Revision of an existing telecourse by the originally assigned employee shall not be deemed to create a new telecourse and shall neither extend the five-year payment period specified hereunder nor cause the start of a new five-year payment period. Any revenues derived from an original or such revised telecourse after the fifth fiscal year as defined hereunder shall be the sole property of MATC.

j) In the event that more than one employee is involved in the telecourse or textbook, payments made under subsection f) (3), h) (2), and h) (3) shall be divided among the participating employees in such manner as the employees may agree; or, if they are unable to agree, then as determined by MATC.

k) In general, benefits accrue to both MATC and the participating employees from widespread distribution of telecourses. However, it is recognized that there may be valid and significant educational or technical reasons for not distributing telecourses. It is therefore agreed that MATC shall have the authority to distribute or not distribute telecourses or related materials, provided that it does not refuse to distribute either as a means of discriminating against individual participating employees or to force the Union to negotiate.

ARTICLE XII — Fair Practices

The Board and Union recognize that it is the established policy of both parties that they shall not discriminate against any employee on the basis of race, creed, national origin, sex, age, handicap, political affiliation, or membership in or association with any employee organization, in compliance with Wisconsin statutes.

ARTICLE XIII — Safety and Health

The Board shall make reasonable provision for the safety and health of its employees while in the pursuit of their duties. All employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students.

MATC will provide one (1) pair of safety glasses (including prescription) for teachers in certain programs agreed to by the parties, when eligible teachers submit a current prescription to Personnel and Human Resources. The agreed list of teaching areas covered by the above shall be maintained in Personnel and Human Resources. MATC will furnish replacement safety glasses (including prescription) when the original glasses are not reasonably usable because of wear or damage occurring on the job. In the event that new glasses are needed because of a prescription change, such glasses will be furnished by MATC no earlier than two years from the date the original or replacement glasses were provided. All such replacements must have prior approval by MATC.

ARTICLE XIV — Union Activities

Section 1 — Bulletin Boards

There shall be provided an appropriate bulletin board(s) at each campus center. Its use shall be limited to official Union business and announcements. The Union shall assume the same responsibility and indemnification obligation for the content of any such posted material as it assumes with respect to materials that it places in the teachers' mail boxes pursuant to Section 4, paragraph 2.

Section 2 — Collective Bargaining Committees

a) Each bargaining committee shall limit the number in attendance at bargaining sessions to a reasonable number. Consultants shall be allowed to assist in negotiating sessions, provided the bargaining chairpersons notify each other in advance.

b) Up to six (6) members of the bargaining committee of the Union shall be extended released time to participate in negotiations when such sessions are scheduled during the regular work day.

Section 3 — Meetings

Regular meetings of the entire membership or of sectional areas may be held on the school premises. Rooms may be made available to the Union on a "space available" basis for these purposes, provided previous arrangements with appropriate personnel have been made with regard to such reserved space, serving of refreshments, and other related activities.

Section 4 — Mailboxes

The Union shall have the right to use the school mailboxes for the purpose of communicating with employees regarding Union and related activities. The Union assumes full responsibility for the content of any materials that it distributes through the mail boxes and agrees to indemnify and hold harmless the District, its employees and Board members against any and all liability which may arise from such content.

Section 5 — Voluntary Dues Check-Off

The Board shall, without charge, deduct Union dues, COPE contributions, and special assessments from the salary of each employee who authorizes such deductions by signing an appropriate form. Dues deduction may be terminated by the employee's giving sixty (60) days' written notice to the Union or upon termination of employment.

Section 6 — Reduced Load for Union President

The President of the Union shall be entitled to a reduction of 20% from a normal teaching/work load without loss of pay. In order to permit scheduling, such reduction shall apply for any semester to the individual who was the Union President 30 days prior to the end of the preceding semester, unless the Union notifies the Board prior to that thirty (30) day period that a new president has been elected.

Section 7 — Limitations

The privileges granted to the Union President in Section 6 above shall be used for the sole and exclusive purpose of performance of obligations of the Union as the majority collective bargaining representative of the employees, including the performance of functions relating to negotiations, administration of the collective bargaining agreement, processing of grievances, and other activities reasonably related to its functions as collective bargaining representative. All such activities shall be conducted on behalf of employees in the collective bargaining unit without discrimination because of their membership, or lack thereof, in the Union.

ARTICLE XV — Fair Share Agreement

Section 1 — Membership

Membership in the Union is not compulsory. An employee may join the Union and maintain membership therein consistent with its constitution and bylaws. No employee will be denied membership because of race, color, creed, sex, age, or handicap. This Article is subject to the duty of the Wisconsin Employment Relations Commission to suspend the application of this Article whenever the Commission finds that the Union has denied an employee membership because of race, color, creed, sex, age, or handicap.

Section 2 — Representation and Fair Share

The Union will represent all of the employees in the bargaining unit, members and nonmembers, fairly and equally, and therefore all such employees shall pay their proportionate share of the costs of the collective bargaining process and contract administration by paying an amount to the Union equivalent to the uniform dues required of members of the Union.

Section 3 — Fair Share Deduction

The Board agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the Union on or before the end of the month in which deduction is made.

Section 4 — Limitation

This Article shall only apply to members of the certified bargaining unit, excluding employees who do not work at least 50% of a full work schedule.

ARTICLE XVI — Saving Clause

If any provision of this Agreement is or shall at any time be contrary to state or federal law, then such provision shall not be applicable or performed or enforced except to the extent permitted by law. In the event that any provision of the Agreement is or shall be at any time contrary to law, all other provisions shall continue to be in effect. The articles in this Agreement supersede and override items in individual agreements, contracts, or teacher manuals.

The Board agrees that it will make no changes which are in conflict with this Agreement, in existing policies.

ARTICLE XVII — Termination and Modification Procedures

Section 1 — Negotiations

Negotiations for the subsequent Agreement will commence no later than February 1, 1987, at which time the parties' written proposals shall be exchanged. It is the intent of both parties to arrive at an agreement by May 1, 1987, in order that the Board may budget accordingly.

Section 2 — Amendments

This Agreement can be altered during its term only by mutual consent of the parties. Such amendments shall be in writing and subject to the same ratification procedure as this Agreement. The parties to this Agreement have had the unlimited right to make proposals on any matter not removed by law from collective bargaining; all understandings arrived at are set forth in the Agreement; and the parties waive the right and shall not be obligated to bargain collectively on any matter for the life of this Agreement.

ARTICLE XVIII — Term

This Agreement shall be binding upon both parties from July 1, 1985, through June 30, 1987.

ARTICLE XVIII -- Term

This Agreement shall be binding upon both parties from July 1, 1985, through June 30, 1987.

Signed this 20th day of December, 1985

AMERICAN FEDERATION OF TEACHERS
LOCAL 212, WFT, AFL-CIO

Edward L Heidenreich
Edward L. Heidenreich
President, Local 212

William K Thomas
William K. Thomas
Chairman, Bargaining Committee, Local 212

MILWAUKEE AREA DISTRICT BOARD OF VOCATIONAL, TECHNICAL, AND ADULT EDUCATION

David G Coverdale
David G. Coverdale, Chairman

Rus F. Slicker
Rus F. Slicker
District Director

Paul R. Vance
Paul R. Vance
Manager, Labor Relations

1985-86 190-DAY SCHOOL YEAR CALENDAR(13) (14)

FIRST SEMESTER

M	T	W	T	F
AUGUST 1985				
		~~28~~	~~29~~	~~30~~
SEPTEMBER				
$\boxed{2}$	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				
OCTOBER				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
NOVEMBER				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	$\boxed{28}$	$\boxed{29}$
DECEMBER				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
$\cancel{23}$	$\cancel{24}$	$\boxed{25}$	$\cancel{26}$	$\cancel{27}$
$\cancel{30}$	$\cancel{31}$			
JANUARY				
		$\boxed{1}$	$\cancel{2}$	$\cancel{3}$
6	7	8	9	10
13	14	15	~~16~~	~~17~~

SECOND SEMESTER

M	T	W	T	F
JANUARY 1986				
~~20~~	~~21~~	~~22~~	23	24
27	28	29	30	31
FEBRUARY				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
MARCH				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	$\boxed{28}$
$\cancel{31}$				
APRIL				
	$\cancel{1}$	$\cancel{2}$	$\cancel{3}$	$\cancel{4}$
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
MAY				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
$\boxed{26}$	27	28	29	30
JUNE				
2	3	~~4~~	~~5~~	~~6~~

Legend: ☐ - Paid holidays*
— - Non-Student contact days
/ - Recess days (Not counted as part of 190 days)

*Subject to change in State legislation
(13) See Appendix G for HSCS addition.
(14) Not applicable to JTPA (See Appendix H).

1986-87 175- DAY SCHOOL YEAR CALENDAR (15) (16)

FIRST SEMESTER

M	T	W	T	F
AUGUST 1986				
			~~28~~	~~29~~
SEPTEMBER				
$\boxed{1}$	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			
OCTOBER				
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31
NOVEMBER				
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	$\boxed{27}$	$\boxed{28}$
DECEMBER				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	$\cancel{24}$	$\boxed{25}$	$\cancel{26}$
$\cancel{29}$	$\cancel{30}$	$\boxed{31}$		

SECOND SEMESTER

M	T	W	T	F
JANUARY 1987				
			$\boxed{1}$	$\cancel{2}$
$\cancel{5}$	$\cancel{6}$	$\cancel{7}$	$\cancel{8}$	$\cancel{9}$
$\cancel{12}$	$\cancel{13}$	~~14~~	15	16
19	20	21	22	23
26	27	28	29	30
FEBRUARY				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	~~26~~	$\cancel{27}$
MARCH				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			
APRIL				
		1	2	3
6	7	8	9	10
$\cancel{13}$	$\cancel{14}$	$\cancel{15}$	$\cancel{16}$	$\boxed{17}$
20	21	22	23	24
27	28	29	30	
MAY				
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	~~21~~	~~22~~

Legend: ☐ - Paid Holidays*
— - Non-student contact days
/ - Recess days (Not counted as part of 175 days)

*Subject to change in State legislation.
(15) See Appendix G for HSCS addition.
(16) Not applicable to JTPA (See Appendix H).

1987-88 175-DAY SCHOOL CALENDAR (18)

FIRST SEMESTER

M	T	W	T	F
AUGUST 1987				
			~~27~~	~~28~~
31				
SEPTEMBER				
	1	2	3	4
$\boxed{7}$	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		
OCTOBER				
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30
NOVEMBER				
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	$\boxed{26}$	$\boxed{27}$
30				
DECEMBER				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	$\cancel{24}$	$\boxed{25}$
$\cancel{28}$	$\cancel{29}$	$\cancel{30}$	$\cancel{31}$	

SECOND SEMESTER

M	T	W	T	F
JANUARY 1988				
				$\boxed{1}$
$\cancel{4}$	$\cancel{5}$	$\cancel{6}$	$\cancel{7}$	$\cancel{8}$
$\cancel{11}$	$\cancel{12}$	~~13~~	14	15
18	19	20	21	22
25	26	27	28	29
FEBRUARY				
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	~~25~~	$\cancel{26}$
29				
MARCH				
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	
APRIL				
				$\boxed{1}$
$\boxed{4}$	$\cancel{5}$	$\cancel{6}$	$\cancel{7}$	$\cancel{8}$
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29
MAY				
2	3	4	5	6
9	10	11	12	13
16	17	18	~~19~~	~~20~~

Legend:
☐ - Paid Holidays*
— - Non-Student contact days
/ - Recess days (Not counted as part of 175 days)

*Subject to change in State legislation
(17) See Appendix G for HSCS addition
(18) Not applicalbe to JTPA (See Appendix H).

MILWAUKEE AREA TECHNICAL COLLEGE

APPENDIX B -- Teachers' Salary Schedule -- Class and Step Rates for 1985-86(19)

CLASSES	STEPS AND RATES							
	0	1	2	3	4	5	6	7
Class 0	19,940	20,921	21,902	22,883	23,864	24,845	25,826	26,807
Class I	20,921	21,902	22,883	23,864	24,845	25,826	26,807	27,788
Class II	21,902	22,883	23,864	24,845	25,826	26,807	27,788	28,769
Class III	22,883	23,864	24,845	25,826	26,807	27,788	28,769	29,750
Class IV	23,864	24,845	25,826	26,807	27,788	28,769	29,750	30,731
Class V	24,845	25,826	26,807	27,788	28,769	29,750	30,731	31,712

	8	9	10	11	12	13	14
Class 0	27,788	28,769	29,750	30,731	31,712	32,693	33,674
Class I	28,769	29,750	30,731	31,712	32,693	33,674	34,655
Class II	29,750	30,731	31,712	32,693	33,674	34,655	35,636
Class III	30,731	31,712	32,693	33,674	34,655	35,636	36,617
Class IV	31,712	32,693	33,674	34,655	35,636	36,617	37,598
Class V	32,693	33,674	34,655	35,636	36,617	37,598	38,579

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to $850.00 above Class V after he/she has qualified for Class V.
2. Teachers will receive their pay biweekly in twenty (20) equal installments for the school year. However, they may elect to make arrangements to receive twenty-five (25) checks throughout the entire year.

(19) Not applicable to JTPA.

MILWAUKEE AREA TECHNICAL COLLEGE

APPENDIX B-1 -- Teachers' Salary Schedule -- Class and Step Rates for 1986-87 (20)

STEPS AND RATES

CLASSES	0	1	2	3	4	5	6	7
Class 0	20,839	21,864	22,889	23,914	24,939	25,964	26,989	28,014
Class I	21,864	22,889	23,914	24,939	25,964	26,989	28,014	29,039
Class II	22,889	23,914	24,939	25,964	26,989	28,014	29,039	30,064
Class III	23,914	24,939	25,964	26,989	28,014	29,039	30,064	31,089
Class IV	24,939	25,964	26,989	28,014	29,039	30,064	31,089	32,114
Class V	25,964	26,989	28,014	29,039	30,064	31,089	32,114	33,139

	8	9	10	11	12	13	14
Class 0	29,039	30,064	31,089	32,114	33,139	34,164	35,189
Class I	30,064	31,089	32,114	33,139	34,164	35,189	36,214
Class II	31,089	32,114	33,139	34,164	35,189	36,214	37,239
Class III	32,114	33,139	34,164	35,189	36,214	37,239	38,264
Class IV	33,139	34,164	35,189	36,214	37,239	38,264	39,289
Class V	34,164	35,189	36,214	37,239	38,264	39,289	40,314

1. An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to $850.00 above Class V after he/she has qualified for Class V.
2. Teachers will receive their pay biweekly in twenty (20) equal installments for the school year. However, they may elect to make arrangements to receive twenty-five (25) checks throughout the entire year.

(20) Not applicable to JTPA.

MILWAUKEE AREA TECHNICAL COLLEGE

APPENDIX B-2 -- Nonteaching Professionals -- Annual Salary Schedule for 1985-86

	1	2	3	4	5	6	SW*
School Nurse	23,043.08	23,981.58	24,925.57	25,906.82	26,911.07	27,770.41	28,774.40
SS Spec. III	29,987.03	31,483.77	33,056.96	34,621.01	36,284.72	38,086.97	----
Counselor	35,330.26	36,515.87	37,702.01	38,889.54	40,075.96	41,263.20	----

	7	8	9	10	11
Counselor	42,446.89	43,633.86	44,819.46	46,005.61	47,191.21

APPENDIX B-3 -- Nonteaching Professionals - Annual Salary Schedule for 1986-87

	1	2	3	4	5	6	SW
School Nurse	24,080.02	25,060.75	26,047.22	27,072.63	28,122.07	29,020.08	30,069.25
Counselor	36,920.12	38,159.08	39,398.60	40,639.57	41,879.38	43,120.04	----

	7	8	9	10	11
Counselor	44,357.00	45,597.38	46,836.34	48,075.86	49,314.81

The foregoing annual salaries will be increased by $850.00 for an employee who has earned a Ph.D. or Ed.D. in the field of the employee's work assignment.

*A Senior worker (SW) increment shall be added one (1) year after the employee has reached the maximum wage and has completed ten (10) years of service to the school.

APPENDIX C (21)

Salary Classifications

The minimum requirements and a brief resume of the six (6) salary classes follow:

Class 0

A. This classification is for teachers who do not have an earned Bachelor's Degree or equivalency. To move to Class I, such teachers would have to earn a Bachelor's Degree or meet one of the equivalencies outlined below:

1. Seven (7) years of accumulated practical work experience in the area in which the teacher is teaching. Only approved work experience which is one (1) month or more in duration will be counted toward computing this experience.
2. If approved educational credits are taken, then the credits earned will be equated to work experience, and for every thirty-two (32) credits earned, one and one-half (1½) years' work experience shall be granted.
3. Any combination of 1 and 2.

Class I

This classification is for teachers who have an earned Bachelor's Degree. It also includes vocational teachers who have obtained an equivalency as defined above.

Class II

This classification is for teachers who have met the requirements of Class I and have earned sixteen (16) additional approved credits.

Class III

This classification is for teachers who have met the requirements for Class II and have earned sixteen (16) additional approved credits, or have earned a Master's Degree, or have two (2) earned Bachelor's Degrees, or who have an earned Bachelor's Degree and an additional professional certificate equivalent to a Master's Degree in their discipline or experience, e.g., a commerce teacher who has a B.B.A. Degree and a C.P.A. Certificate.

Class IV

This classification is for teachers who have met the requirements for Class III and have earned sixteen (16) additional approved credits.

Class V

This classification is for teachers who have met the requirements for Class IV and have earned sixteen (16) additional approved credits, or hold either an LL.B. or J.D. Degree.

An earned Ph.D. or Ed.D. in the appropriate field entitles the teacher to an increment of $850 above Class V after he/she has qualified for Class V.

APPENDIX D

Salary Determination

Upon Initial Employment

When teachers are initially employed they are given credit on the salary scale of the appropriate class as follows:

1. For each year of approved teaching or industrial or business experience related to the teaching area, one (1) increment with a maximum of five (5) increments allowable. JTPA teachers shall be limited to a maximum of three (3) increments.
2. If the prospective teacher does not have all of the previous experience necessary for five (5) increments (JTPA teachers - 3 increments) above Step 1, military service may be credited not to exceed two (2) years of extended active duty, one (1) increment being allowed for each full year of active duty.
3. The Board recognizes the fact that certain classes of teachers are in especially great demand and those qualified for successful teaching in our institution may be in short supply. Thus the Board authorizes the Executive Dean to exercise his/her judgment in such special cases by adding one or two increments to the maximum otherwise allowable on initial employment. Fur-

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(21) Not applicable to JTPA.

ther increments can be added with the approval of the Union.

4. Any teacher whose employment commences after the 1977-78 school year and who did not receive any increment under sub-paragraph three (3) above at the time of initial employment, shall receive one additional increment in addition to the increment ordinarily allowed for the school year following completion of his/her probationary period.

5. The letter of appointment of newly hired teachers shall contain the principal factors, i.e., education, teaching experience, and military service, upon which the class and step of the teacher's salary are determined.

APPENDIX E

Travel Time

Teachers who are required by MATC to travel on a regular basis as part of their official Instructors' Programs (including returning to campus from outlying assignments where no preparation facilities are provided), but whose teaching load does not include a factor for travel time, shall, in addition to the established mileage allowance, receive additional compensation, for lost preparation time, as follows:

Travel Zone	Straight Line Miles	Compensation Per Trip
0	0 to 1	None
1	Over 1 to 4	$1.50
2	Over 4 to 8	$3.00
3	Over 8 to 15	$4.50
4	Over 15 to 30	$6.00
5	Over 30 to 45	$7.50
6	Over 45	$9.00

The miles per trip shall be calculated on a straight line basis from one work location to another, according to an official map of the Milwaukee Area Vocational, Technical, and Adult Education District.

APPENDIX F

Non-Workload Class Rates

Number of Class Periods	Rate of Pay
2 Hours, 40 Min. (3 Periods)*	$40.00
2 Hours, 40 Min. (3 Periods)	39.00
2 Hours	30.00
1 Hour, 40 Min. (2 Periods)	26.00
1 Hour, 15 Min.	19.00
50 Min. (1 Period)	13.00

*With preparation in two (2) different subjects taught consecutively.

The Board may increase the foregoing rates from time to time.

APPENDIX G

HSCS Modifications

ARTICLE III — Hours and Working Conditions

Section 17 — School Calendars

Changes in the MATC school calendar may be made to accommodate high schools with conflicting calendars. The teachers involved and the Union shall be informed of such changes.

Section 18 — Substitute Teaching

f) Substitution shall be compensated for as follows:

(1) HSCS teachers who substitute shall be compensated for as follows:

- (a) During Preparation Time
  - 1-10 days per school year on a cumulative basis — $7.50 per class period.
  - Over 10 days per school year on a cumulative basis — $10.50 per class period.
- (b) Outside Regular Hours
  - 1-10 days per school year on a cumulative basis — $8.75 per class period.

Over 10 days per school year on a cumulative basis — teacher's regular rate per class period.

(2) Regular teachers who substitute in HSCS programs shall be compensated for as follows:

(a) 1-10 days per school year on a cumulative basis — $7.50 per class period.

Over 10 days per school year on a cumulative basis — $10.50 per class period.

(b) Outside Regular Hours

1-10 days per school year on a cumulative basis — $8.75 per class period.

Over 10 days per school year on a cumulative basis — teacher's regular rate per class period.

(c) Outside School Year

Teacher's regular rate.

APPENDIX H

JTPA Modifications

ARTICLE III — Hours and Working Conditions

Section 2 — Work Day

a) The teacher's regular "on-campus" work day shall not span more than nine (9) continuous class hours including the lunch break.

b) Preparation time of twenty percent (20%) of the teacher's class hours will be added to the work day. This would be additional "on-campus" time unless the teacher has a forty (40) hour per week load, in which case special arrangement will be made with the JTPA administrator.

Section 3 — Work Week

a) The teacher's regular work week shall normally be Monday through Friday.

b) The teacher's regular work week shall normally be a maximum of thirty (30) class hours. Additional class hours may be scheduled if:

(1) The teacher requests additional class hours and such hours can be provided.

(2) The JTPA administrator needs to assign additional time due to an unusual situation (sick leave, vacation, unavailability of a qualified teacher, etc.)

Section 18 — School Calendars

Teachers will receive the following seven (7) paid holidays providing the holiday falls within the inclusive dates of the contract:

Labor Day
Thanksgiving
Day after Thanksgiving
Christmas
New Year's Day
Good Friday
Memorial Day

Section 19 — Substitute Teaching

f) Substitution shall be compensated for as follows:

(1) JTPA teachers who substitute shall be compensated for as follows:

(a) During Preparation Time

1-10 days per school year on a cumulative basis — $7.50 per class period.

Over 10 days per school year on a cumulative basis — $10.50 per class period.

(b) Outside Regular Hours

Teacher's regular rate per class period.

(2) Regular teachers who substitute in JTPA programs shall be compensated for as follows:

(a) During Preparation Time

1-10 days per school year on a cumulative basis — $7.50 per class period.

Over 10 days per school year on a cumulative basis — $10.50 per class period.

(b) Outside Regular Hours

Teacher's regular rate per class period.

(c) Outside School Year

Teacher's regular rate.

ARTICLE V — Salaries and Professional Growth

a) Teachers' salaries shall be based upon years of teaching and/or related work experience according to the following schedules:

1985-86

$16.16 per class hour for the teacher's first year of experience.
$17.34 per class hour for the teacher's second year of experience.
$18.54 per class hour for the teacher's third year of experience.
$19.68 per class hour for the teacher's fourth year of experience.
$20.86 per class hour for the teacher's fifth year of experience.
$22.04 per class hour for the teacher's sixth year of experience.

1986-87

$16.89 per class hour for the teacher's first year of experience.
$18.12 per class hour for the teacher's second year of experience.
$19.37 per class hour for the teacher's third year of experience.
$20.57 per class hour for the teacher's fourth year of experience.
$21.80 per class hour for the teacher's fifth year of experience.
$23.03 per class hour for the teacher's sixth year or more of experience.

b) A teacher who does not meet the bachelor's degree or equivalency shall start at $14.98 per class hour in 1985-86 and $15.65 per class hour in 1986-87.

ARTICLE VIII — Leaves of Absence

Section 1a — Computation and Accumulation

Teachers shall earn sick leave credit at the rate of one and one-half (1½) days per month to a maximum of 15 days per year. The maximum carryover of accumulated unused sick leave from prior years shall be one-hundred and twenty (120) days.

APPENDIX I

Nonteaching Professional Modifications

All provisions of the Agreement for Teachers shall apply to the Nonteaching Professionals who are within the collective bargaining unit defined in Article I, Section 1(a) (2), except as indicated in this Appendix. All headings — Article and Section numbers in this Appendix correspond to the headings — Article and Section numbers in the basic Agreement.

ARTICLE III — Hours and Working Conditions

Section 6 — Assigned Overtime

b) Additional assigned work of a professional nature beyond thirty-five (35) hours per week for counselors or thirty-seven and one-half (37½) hours per week for school nurses and Student Services Specialist III's (in each case excluding lunch periods) shall receive compensatory time off, on a straight time basis, for each such hour of work. Compensatory time off up to a total of 21 hours may be accumulated indefinitely; accumulated compensatory time off which exceeds 21 hours shall be taken prior to the end of the third month following the month in which the excess was accumulated. Prior authorization for scheduling such compensatory time must be obtained from the employee's supervisor.

c) Overtime assignments shall be voluntary on the part of the employee except that the supervisor may make involuntary assignments of overtime where sufficient qualified employees are not available on a voluntary basis or where acceptance of the offer of any individual to work overtime would result in excessive compensatory time off that would unduly disrupt the work of that individual during regular hours.

Section 7 — Part-Time Appointments

Both parties recognize the contribution, value, and necessity of using part-time (assignments under 50%) employees in certain programs and locations and times. Whenever there is a regular, full-time position vacant it should be filled by a qualified employee if such is available. Part-time employees may be employed in programs or locations or at times where it is difficult to recruit or utilize regular full-time employees. MATC does not intend to use part-time employees for the purpose of limiting participation in the bargaining unit and therefore will annually, in the spring, evaluate part-time appointments for the purpose of determining whether regular full-time employees should be recruited to perform the required work.

Section 8 — Employee Duties and Assignments

a) Employees will not be required to discipline students for offenses such as tardiness, absenteeism, and class disruption.

b) Employees shall not be assigned nonprofessional duties such as cafeteria, assembly, and commencements.

c) Employees may express, in writing, preferences in work assignments. Such requests may be submitted at any time. The supervisor shall reply to any such request within thirty (30) days. Employees may discuss their work schedule with their immediate supervisor prior to scheduling.

d) The appropriate supervisor shall consult, upon request, with the employee prior to establishing work assignments. Except where otherwise required by unanticipated or emergency situations, employees shall be notified of major changes in work assignments not less than thirty (30) days before the changes are implemented.

e) In assigning duties, the appropriate supervisor will give consideration to the respective areas of the professional competence and experience of the employee as well as the welfare of the employee and the needs of the students and the program.

Section 9 — Work Load, Limitations, and Special Assignments

A) Upon approval of the immediate supervisor, a counselor may move to an approved separate work area to complete necessary paperwork free from student contacts for such period as the supervisor approves

B) Limitations

4) Protection of Full-Time Work Loads

It is the intent of the Board to make reasonable efforts to assure that a regular full-time employee shall continue to receive full-time assignments before suffering a reduction in work load to part-time status or before being laid off. The parties recognize that declining enrollments, either generally or in particular fields, as well as other changing circumstances may require corresponding staffing adjustments and consequently nothing herein shall constitute a guarantee of employment or shall limit the lawful discretion of the Board in effecting work assignments and layoffs. In attempting to avoid reduction of a regular full-time employee below a full-time work load, the following principles shall apply:

(a) This provision shall not apply to compensatory reductions assigned to compensate for prior overtime assignments but shall only apply to reduced schedules resulting from a lack of full-time work assignments.

(b) If an employee would otherwise have a reduced assignment, the employee may be assigned to, or volunteer for weekend college work of the same general nature (i.e., counseling for counselors, specialist work for specialists, or nursing for nurses) providing there is an opening for such an assignment. In such event (i) the normal limitations upon the work day and the work week shall not apply, and (ii) such assignments shall be given the same hourly credit toward the work schedule and shall be compensated the same as regular day work.

(d) An employee may refuse such additional assignments but in such event the employee may be subject to layoff or reduction to part-time status. If an employee refuses an additional assignment, or continues to have a reduced assignment including the additional assignment, he/she will not necessarily receive an additional assignment to bring his/her work schedule to 100%. Such employees will have a right to appeal on the basis of "hardship" to the Executive Dean whose decision will be final and binding. The Executive Dean will work out an appeal procedure to give the employee due process. Any employee who is subject to layoff or reduced to part-time status shall have the first opportunity to accept a reduced part-time assignment before such work is offered to any person outside the bargaining unit.

Section 13 — Layoff

a) Whenever a layoff is deemed necessary by the Board, the employee with the least seniority within the affected department shall be laid off first. The employee and the Union shall receive notification as soon as possible concerning such layoffs, but in no event shall said notice be less than thirty (30) calendar days. An employee who would otherwise be subject to layoff shall have the right to transfer back to any department from which the employee transferred within the preceding three years, provided that there is a vacancy or an employee with less seniority than the transferring employee within such department.

Section 18 — Delete "School Calendars" and replace with "In-Service Training"

In each contract year, each counselor shall be scheduled for two (2) full days or four (4) half days of in-service training.

Section 20 — Seniority

a) Seniority at MATC shall be determined by date of appointment. Whenever two (2) or more persons are appointed on the same date, an impartial drawing shall be conducted by the parties to this Agreement.

b) Seniority in a department shall accrue from the date of assignment or transfer to that department. However, upon completion of three (3) years of work in such a department, seniority shall then accrue from the date of appointment at MATC as outlined in (a) above. For purposes of this Agreement, the classification of School Nurse shall be regarded as a separate department. Within Student Services, each position or each group of positions for which MATC requires that the employee have separate licensing, separate certification, or a particular separate professional qualification (e.g., registered nurse) and in addition the positions of Student Services Specialist III-Apprentice, Student Services Specialist III-IVR, and Student Services Specialist III-Veterans, and Student Services Specialist III-Special Needs shall be regarded as a separate department. An employee who voluntarily transfers to a new department shall lose all department seniority in the former department except that for purposes of layoff only, the employee shall retain all seniority accumulated in the former department for a period of three (3) years after such transfer. If a counselor would otherwise be laid off or transferred involuntarily, such counselor may bump a less senior counselor in any position for which the counselor is certified, has any required separate licensing, and has any particular separate professional qualification required by MATC for such position.

c) Separate seniority lists for full-time and part-time nonteaching employees, showing district and department seniority, shall be provided the Union by Personnel and Human Resources not later than September 15 of each year.

d) For transfer and layoff purposes, seniority shall be determined upon the basis of separate departments as defined in (b) above.

Add new Sections 23 and 24 as follows:

Section 23 — Vacations

a) Amount of Vacation

Each counselor shall be allowed four (4) weeks of vacation after one (1) year of service. Each school nurses or Student Services Specialist III shall be allowed two (2) weeks of vacation after one (1) year of service, three (3) weeks after five (5) years, four (4) weeks after ten (10) years, and five (5) weeks after seventeen (17) years.

b) Vacation Procedures

1) The vacation year shall run from July 1 through June 30, and vacation may be taken with supervisory approval from April 1 of the year in which it was earned through June 30 following the year in which the vacation was earned. Scheduling of vacations shall be subject to departmental work requirements.

2) If vacation time is taken before June 30 of the year in which it is earned, then the amount allowed at the time should not exceed the amount earned. Vacation time cannot be taken before it is earned or within the first six (6) months of employment.

3) Vacation may be scheduled for a minimum of one-half (½) day at a time.

4) Vacation days may be postponed one (1) subsequent vacation year only when approved in advance by the employee's Cabinet Division Head and the District Director. An employee may not be granted additional pay in lieu of vacation days not taken.

5) When holidays observed by MATC fall within a vacation period, the vacation day will be carried over. An employee who becomes disabled for more than three (3) days during a vacation period may reschedule the vacation days lost providing this disability is supported by a doctor's statement.

6) Vacation shall be prorated based upon the number of weeks worked in the vacation year. Fractions of days above .50 shall equal one (1) full vacation day, and fractions of days below .50 shall be dropped. Employees terminating employment after successful completion of the probationary period will receive a prorated vacation allowance for the period worked during the vacation year.

Section 24 — Holidays

a) Recognized Holidays

Employees will receive the following holidays with pay when they occur during the period the employee is working:

1) New Year's Day
2) Good Friday
3) Flexible holiday during Easter recess
4) Memorial Day
5) Independence Day
6) Labor Day
7) Thanksgiving Day
8) Day following Thanksgiving Day
9) Day before Christmas Day
10) Christmas Day
11) Day before New Year's Day
12) Flexible holiday during Christmas recess

b) Holiday Rules

If any holiday falls on Saturday or Sunday, the employee shall be permitted one (1) compensatory day off. Such day shall be the day before or the day after the weekend if the school is closed on such day. If the school is not closed on such day, the compensatory day off may be selected by the employee within three (3) months after the holiday, subject to the approval of the supervisor.

ARTICLE V — Salaries and Professional Growth

Section 1 — Salary Schedule

b) An employee who is not at the maximum rate and who has fulfilled cyclical requirements for certification purposes, shall advance one (1) step on the salary schedule after each twelve (12) months of employment. For this purpose paid leave shall be credited toward the twelve (12) months but unpaid leave shall not be credited. The senior worker salary indicated as S.W. in Appendices B-2 and B-3 shall apply one (1) year after the employee has reached the last step of the classification and has completed at least ten (10) years of service.

Section 2 — Salary Determination

a) Except as provided in paragraph (b) or (c) below, new employees will be placed in Step 1 of the salary schedule.

b) The parties recognize the fact that certain employees are in especially great demand and those qualified for successful employment in our institution may be in short supply. Thus, the Executive Dean may exercise his/her judgment in such cases by adding one of two increments at the time of initial employment. Further increments can be added with the approval of the Union.

c) An employee who is transferring from a position at MATC which was compensated on a school year basis will be placed on the lowest step of the biweekly salary schedule which would result in an annual salary that equals or exceeds 115% of such employee's previous school year salary.

d) The letter of appointment of newly hired employees shall describe how the employee's salary step was determined.

Section 4 — Salary Reclassification

Programs of study or courses which have not received prior approval by the Dean or Regional Administrator shall be credited for salary reclassification only if approved at the discretion of the Dean of Instructional Services. To avoid misunderstanding, employees are encouraged to obtain advance approval.

Salary reclassification, following the completion of requirements for the new class, shall be effective only if requested by an application and supported by appropriate documentation. Salary reclassification

will be effective as of January 1, June 1, or September 1 (the "effective date"). If the application for reclassification is received prior to an "effective date" and documentation is furnished as soon as it is available, the reclassification shall be effective at the first "effective date" following the date of application.

ARTICLE VIII — Leaves of Absence

Section 1 — Sick Leave

a) Computation and Accumulation

1) All full-time employees shall earn fifteen (15) days of sick leave credit per year, with maximum full-time accumulation up to 150 days and with unlimited accumulation of one-half (½) day of sick leave for each accumulated full day unused over 150 days. Employees hired after September 1 of any year shall be credited with a proportionate amount based upon one and one-half (1½) days of sick leave per each remaining month to a maximum of fifteen (15) days of sick leave credit per year.

2) Part-time employees who are regularly scheduled to work a 50% work schedule or more per week on a school year basis shall earn sick leave credit on a prorated basis.

Section 6 — Professional Leave

a) Definition

Professional leave shall be defined as leave granted for attendance at conferences, conventions, workshops, institutes, school visitations, and other similar meetings which are related directly to the specific work assignment of the employee, or are otherwise approved by the immediate supervisor. Approval shall be granted for attendance at the WFT Annual Convention which includes programs related to counseling functions, subject however to departmental needs as specified in paragraph (c) below.

c) Request and Approval

Employees shall submit a request to their immediate supervisor thirty (30) days in advance of the meeting if possible. The supervisor shall approve such requests within five (5) days provided the absence of the employee would not disrupt departmental needs.

d) Coverage of Work Assignments

Employees going on professional leave shall assist supervisors in arranging coverage of work assignments by other employees.

ARTICLE X — Academic Freedom

Section 1 — Within MATC

The spirit of this institution, developed and sponsored under progressive administrative and employee leadership, encourages the communication, investigation, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the Board. We believe that when students are exposed to a variety of opinions and beliefs, greater knowledge and maturity of judgment generally are promoted. The statement of philosophy expressed in this paragraph shall not be subject to the grievance and arbitration procedure and shall not be considered or relied upon in any grievance or arbitration relating to any other matter.

APPENDIX J

Special Workload Agreements

Under Article III, Section 9 (A) (8)

a) Physical Education Workload Calculations

The survey portion of Physical Education 101 or any similar portion of other Physical Education courses will receive 1/20 or 5% credit and, where this represents less than the full course, this portion will be averaged with the other portions of the course to determine the load credit for the entire course.

b) Health Occupations Workload Calculations

1. (a) Any Practical Nursing or Associate Degree Nursing teacher who has an extended laboratory and/or clinical unit (outside MATC) shall be given up to an 18% (3% per period) professional assignment load to the extent that the following professional assignments are required:

(i) records and reports;

(ii) making clinical/lab assignments;

(iii) faculty meetings.

(b) For all other health occupations teachers, any other regular weekly assignment, committee or other, made by the school which requires attendance shall be credited at 1/32 for each period required.

(c) The special credits provided in this paragraph do not apply to activities contemplated by the regular workload formula as applied in other departments, such as monthly faculty meetings, normal curriculum development, maintenance of normal student records, set-up of labs, etc.

2. A lecture-lab/clinical conference is defined as a scheduled period of time within a clinical laboratory course which is used for group presentations, group discussion, and/or group lectures regarding concepts being applied to or to be applied within that clinical lab. In Associate Degree Nursing and Licensed Practical Nursing courses where teachers are assigned a lecture-lab/clinical conference, a 5% load factor will be added for each such 55-minute teaching period per week. Examples of such courses are 105, 109, 117, 119, 121, 122, 172, 174, 175, 176, 178, 179, and 182.

3. In Nursing courses 175, 176, 178, and 179, teachers are presently assigned as a group to each four (4) hour lecture component of

each course. For example: in a group of six teachers, each teacher receives a load of 20% based on 13% for lecture and 7% for the team-lecture formula.

Formula Example:

1 teacher for a 2 period lecture	13%	13%
5 teachers attending 2 periods at 3% for each period	30%	
	43% =	7%*
	TOTAL =	20%

4. Past practice in assignment of workload credit for coordination activities in health occupations programs shall be continued except in those programs where activities comparable to coordination are performed as part of the regular duties and no separate workload credit or professional assignment is given for such activities. The administration will make reasonable efforts to divide such duties on an equitable basis among the teachers in the program.

APPENDIX K

Memorandums of Understanding

1. Layoff

When reasonably possible, the Union shall be given at least ninety (90) calendar days notice of the potential for a layoff(s) in a department. The Union and the District shall meet within fifteen (15) days of such notice to review the reasons for the potential layoff and the order of employees to be laid off. Within fifteen (15) days of the above noted meeting, the employees which may be affected shall be given a preliminary notice of layoff. The actual notice of layoff shall be provided to the employee and the Union as soon as possible, but in no event shall said notice be less than thirty (30) calendar days.

2. Specially Funded Teachers

The parties agree to negotiate on the issues of salary and workload for specially funded teachers (excluding JTPA). It is the intent of the parties to reach an agreement by December 31, 1985. If an agreement is not reached, either party may utilize the Mediation/Arbitration procedures contained in Wis. Stats. 111.70. Any changes shall be effective August 28, 1986.

3. Student Services Specialist III's

The parties agree to negotiate on issues of salary and salary structure for Student Services Specialist III's to be implemented on July 1, 1986. If an agreement is not reached, either party may utilize the Mediation/Arbitration procedures contained in Wis. Stats. 111.70.

4. Summer Session Courses

For the summer of 1986 and again in 1987, the total day summer school load taught and, therefore, paid at class and step, if sufficient teachers are available, shall not be less than the total 1985 day summer school load.

Compensation for a teacher assigned to summer session evening courses will be based upon the District call-staff payment policy.

5. Workload Committee

A work load committee not to exceed six members (3 members representing both management and union) will be formed to review work load issues and make recommendations. The Committee will act only in an advisory capacity.

APPENDIX L

Health Insurance Cost Containment Program

I. Prohibition of Non-Emergency Weekend Admissions:

Weekend Admission. "Except in emergencies, hospital admission will not be authorized on Friday afternoon or Saturday. If non-emergency admission occurs on those days, the hospital charges will not be paid."

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* Average for 6 teachers.

Highlights:

- Does not exclude charges or ancillary expenses.
- Does not exclude other surgical-medical expenses covered under the plan (medical admissions).
- Room and board charges are not excluded if surgery is performed on Saturday or Sunday (the day following surgery).
- If admitted on Friday or Saturday with weekend surgery scheduled, and surgery is delayed in order to stabilize patient (medical necessity) regular benefits would be paid.

II. Second Opinion Surgery Program

Listed below are 20 non-emergency surgical procedures included in the Second Opinion Program. Health insurance benefits for these surgical procedures will be paid as follows:

If You Obtain a Second Opinion from another doctor (not associated with the doctor who recommended the surgery), regular plan benefits will be paid (1) for the second doctor's opinion and (2) for the surgery, if you decide to have it done.

If the two opinions differ and you are uncertain as to what to do, regular major medical benefits will be paid for a third opinion, if you desire it.

If You Do Not Obtain a Second Opinion before having one of the surgeries on this list performed, your health insurance benefits will be reduced to 50% of regular benefits. The semi-private room co-insurance will also apply.

The decision whether or not to have surgery is always your decision, no matter what your doctors have advised. This program will help you make that decision.

SECOND OPINION PROGRAM
SURGICAL PROCEDURES

Medical Procedures — Common Name

Adenoidectomy/tonsillectomy — Removal of adenoids or tonsil tag
Bunionectomy — Repair of bunion deformity (large toe)
Cholecystectomy — Removal of the gallbladder
Coronary artery bypass — Heart bypass surgery
Hammertoe correction — Repair of abnormally bent toe (2nd-5th)
Hemorrhoidectomy — Removal of hemorrhoids
Dilation and curettage — Scraping of the uterus
Laminectomy — Surgery for back pain
Menisectomy — Removal of cartilege in the knee
Gastric Bypass — Surgery for massive obesity
Strabismus Correction — Eye muscle surgery (Cross-eyed)
Inguinal hernioraphy — Rupture repair
Hysterectomy — Removal of the uterus
Joint replacement (Hip or knee) — Reconstructive surgery of hip or knee
Mastectomy — Removal of all or part of the breast
Prostatectomy (TURP) — Removal of all or part of the prostrate gland
Submucous resection/septoplasty — Surgical reconstruction of the nose that is not cosmetic
Temporomandibular joint repair — Repair of dislocation or degeneration of jaw joint
Thyroidectomy — Removal of all or part of the thyroid gland
Varicose vein surgery — Removal of varicose veins

III. Home Hospice Care

Hospice Care is an optional program for treatment of the terminally ill patient. A program of Hospice Care must meet medically acceptable standards of quality and sound principles of health care administration.

Your attending doctor must certify that: 1) hospitalization or confinement in a skilled nursing facility would be required without home care; 2) home care services are coordinated by a state-licensed Medicare-certified home health agency, or certified rehabilitation agency.

Hospice services are:

- nursing care supervised by a R.N., (part-time or on occasion);
- medically necessary home health aid services (part-time or on occasion) supervised by a R.N or a medical social worker;
- physical, respiratory, occupational or speech therapy;
- medical supplies, drugs and medication prescribed by your doctor;
- supportive care by a health professional as recognized by the carrier when required by the patient's condition and ask for or approved by your doctor. This includes evaluating personal, emotional, social and environmental conditions due to the patient's illness.

Usual and customary charges for the Home Care maximum weekly benefit is paid but will not exceed the maximum weekly costs in a skilled nursing facility. Applicable deductibles and co-payments of the basic plan will apply.

Exclusions:

No benefits are provided for:

- food, housing, homemaker services, home-delivered meals;
- any services not listed above as a benefit;
- services or supplies not included in the patient's home care plan;
- services provided by the patient's family or anyone living with the patient;
- custodial care.

IV. Ambulatory Surgery Program

Listed below are 30 common surgical procedures deemed appropriate for out-patient surgery. Health insurance benefits for these procedures will be paid as follows:

Outpatient Care: Benefits for these procedures will be paid:

1. When they are done in your doctor's office or clinic; OR
2. When they are done in a hospital's outpatient department.
3. There shall be no deductibles or co-payments applied to ambulatory surgery.

Impatient Care: Benefits for these procedures will be paid **ONLY:**

1. When your doctor certifies in writing that inpatient care is required and the Blue Cross & Blue Shield United medical consultants agree that inpatient hospitalization is needed; OR
2. When the procedure is done at the same time as some other procedure (not on the list) which required inpatient hospitalization.

Medical Procedures — Common Name

Breast Biopsy — Removal of breast tissue for examination
Adenoidectomy/Tonsil tags — Removal of adenoids or tonsil tags
Tympanotomy/myringotomy — Ear drum incision
Laparoscopic tubal ligation — Tube-tying operation/sterilization procedure
Laparoscopy — Examination of abdomen via a tube
Dilation and curettage — Scraping of uterus
Hernia repair, inguinal (indirect) — Rupture repair
Carpal tunnel repair — Nerve repair, wrist
Arthroscopy — Examination of joint via a tube
Lymph node biopsy/excision — Removal of lymph tissue
Esophagoscopy — Examination of esophagus via a tube
Colonoscopy — Examination of bowel via a tube
Ganglion excision — Removal of nerve mass
Bronchoscopy — Examination of bronchial tubes
Cystoscopy — Examination of bladder via a tube
Vasectomy — Male sterilization
Pilonidal cystectomy, simple — Removal of cyst at base of spine

Small bone fracture care — Setting of small broken bones
Tendon repair, simple — Tendon repair
Circumcision (other than newborn) — Removal of foreskin
Correction of "strabismus" or squinting — Eye muscle surgery
Amputation of digits — Removal of fingers or toes
Removal of hardware, superficial implant, i.e., pins, wires — Removal of pins, screws, plates, etc.
Hemorrhoidectomy, simple external — Removal of piles
Impacted teeth removal — Removal of impacted teeth
Hallux valgus correction (bunionectomy) — Excision of bunion deformity (large toe)
Hammertoe operation — Repair of deformed toes (2nd-5th)
Cervical biopsy/cautery — Removal or burning of tissue from neck or uterus
Epidural/caudal nerve block for control — Nerve injections for anesthesia or for relief of pain
Gastroscopy — Examination of stomach via a tube

V. Medical Bills Review Incentive

If upon review of hospital, lab, and/or doctor bills, the affected employee finds an overcharge, charge for duplicate service, or charge for service not performed, the employee will receive a cash payment equal to 50% of such erroneous charges.

The District agrees to the above concept, however, the specifics as to eligibility for payment and/or limitations will be detailed pursuant to the carrier's standard language for such programs.

This program (V) will continue until such time as the District contracts a service which provides "provider expense for care" review.

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AGREEMENT

Between

The Moraine Park
Vocational, Technical and
Adult Education District

and the

Moraine Park
Federation of Teachers
Local 3338

July 1, 1985 - June 30, 1987

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Preamble

This AGREEMENT entered into this seventeenth day of December, 1985, by and between the Moraine Park Vocational, Technical and Adult Education District (hereinafter called "District", and represented by the Board of Moraine Park Vocational, Technical and Adult Education District) and the Moraine Park Federation of Teachers, Local 3338 (hereinafter called "Federation").

Witnesseth:

WHEREAS, the District and the Federation recognize and declare that providing a quality education for the people of the Moraine Park District is their mutual aim, and

WHEREAS, these parties recognize the qualifications, abilities, and responsibilities of each to carry out this mission, and

WHEREAS, these parties recognize the importance of exchange of information, ideas and facts, information of policies, rules, and regulations, and

WHEREAS, it is the objective of these parties to fulfill the mission without interference arising from differences between them, and

WHEREAS, the necessary harmony for realization of these common objectives can best be achieved through the execution of a written agreement concerning wages, hours, and conditions of employment.

NOW, THEREFORE, it is agreed as follows:

Article I

Recognition

Section 1

The District recognizes the Federation as the exclusive bargaining representative on questions of wages, hours, and conditions of employment for all regular contract teaching personnel who work at least fifty percent (50%) of a full work load schedule in their area, including student guidance counselors and the school health nurses but excluding the District Director, Assistant District Directors, department chairperson, head librarians, supervisory personnel, coordinators, executive and managerial personnel, confidential employees, call staff instructors, substitute and part-time (i.e., less than fifty percent (50%) of a full work load schedule in their area) teaching personnel, secretarial, clerical, custodial, and other support staff personnel.

Section 2

The District agrees not to negotiate with any teacher individually or with any other teacher association other than the Federation, with respect to wages, hours, and conditions of employment, except for the exclusions in Article 1, Sections 1 and 2 of this Agreement.

Section 3

Pursuant to Chapter 111.70 of the Wisconsin Statutes, the District hereby agrees that teachers of Moraine Park District shall have the right freely to organize, join, and support the Federation for the purpose of engaging in collective bargaining.

Article II

Negotiations

Section 1 - Rules of Procedure

(a) It is agreed that the District and the Federation will, at all times, negotiate in good faith.

(b) The following procedure will be followed: By January 15, 1987, either party may make known in writing to the other its intention to negotiate a new contract for the ensuing year. Proposed changes will be submitted in writing by February 1, 1987. The target date for ratification of a succeeding agreement of this Agreement shall be April 15, 1987. If neither party makes known in writing its intention to negotiate a new contract by January 15, 1987, this Agreement shall be extended for one year from date of expiration. After the open meeting, negotiation meetings shall be scheduled at least once a week and may be canceled only by mutual agreement.

(c) During such negotiations the District and the Federation will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the foregoing negotiation process.

(d) If, after a period of negotiations, the parties to this Agreement are deadlocked in the opinion of both parties, mediation may be initiated by either party.

(e) All ground rules applying to negotiating sessions shall be established by the chief negotiators each contract period.

(f) The Federation recognizes the legal obligation of the District to give each teacher a written notice of renewal or refusal to renew his/her individual contract for the ensuing school year on or before March 15 of the school year during which said teacher holds a contract. In the event an agreement concerning wages, hours, and conditions of employment has not been reached by the parties by the date individual teacher contracts are issued to teachers, all such individual teacher contracts shall be governed by the terms of any agreement for the ensuing school year subsequently reached by the parties of that Agreement.

(g) Except as this Agreement shall hereinafter otherwise provide, any reasonable change in rules, regulations, and/or policies of the District that apply to wages, hours, and conditions of employment will be made only after the Federation has had the opportunity to speak in its behalf.

(h) The District and the Federation shall each be represented by a team of not more than five (5) members, of which one shall be designated as chief negotiator.

Section 2 - Modification

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III

Rights Clause

Section 1 - Management Rights

(a) Except to the extent expressly abridged by a specific provision of that Agreement, the management of the District hereby reserves and retains unto itself all powers, rights, authority, duties, and responsibilities conferred upon and invested in it by the Laws and Constitution of the State of Wisconsin and the United States, and all of its Common Law rights to manage the District, as such rights exist prior to the execution of that Agreement.

(b) The District will not exercise its rights, powers, authority, duties, and responsibilities in an arbitrary or capricious manner, nor in violation of the terms of that Agreement, or of the Laws of the State of Wisconsin and the United States.

(c) The rights of the District unless abridged by that Agreement shall include but are not limited to the following:

1. To establish, maintain, change, or abolish policies, practices, and procedures.

2. To determine and redetermine the number, location, and types of its operations, methods, processes, and materials to be employed and to discontinue the performance of methods, processes, and operations by teachers.

3. To determine the number of hours per day, per week, and days per year operations shall be carried on.

4. To select and determine the number and types of teachers required and assign work to teachers in accordance with requirements determined by management.

5. To establish and change work schedules and assignments.

6. To transfer, promote, or demote teachers or to renew or refuse to renew individual teacher contracts for lack of work or other legitimate reasons and determine the fact of lack of work.

7. To make and enforce reasonable rules for maintenance of discipline.

8. To suspend, discharge, or otherwise discipline teachers for cause and take such measures that may be necessary for the orderly, efficient, and productive operation of the District.

Section 2 - Federation Rights

(a) The District will provide the Federation access to the following information:

1. Complete tentative line budgets (when available).

2. All public records (within five days of request).

3. Financial information needed for protection of wages (within five days of request).

4. Information relevant to process a grievance (except transcripts and confidential information, unless written consent of the source is given).

5. Copy of the official open Board meetings (when available to the Board).

6. Documents distributed at open Board meetings (within reason after the meetings, if requested).

7. Official Board meeting agenda and any such related attachments (prior to the meeting).

(b) The District will allow the teacher to conduct Federation business, in District facilities and use District equipment and supplies for which the Federation shall pay costs, at times other than the eight consecutive contract hours, not including the lunch hours, and without interference with the educational program. All requests for room accommodations and equipment usage for Federation meetings and/or other functions shall be coordinated in advance with the local facility administrator.

(c) The District agrees that there will be one bulletin board reserved for use by the Federation in each school building, which will be placed in the faculty lounge, for the purpose of displaying notices, circulars, and other such material. Copies of all such material will be given to the building administrator but advance approval will not be required.

(d) The District agrees that the Federation will have the right to place notices, circulars, and other such material in teachers' mailboxes. The Federation will also have the right to use the inter-school mail to distribute material of the aforesaid type.

(e) The District shall make available to the Federation, a lockable file cabinet in the Library at the Fond du Lac Campus.

Section 3 - Individual Teacher's Rights

(a) The District agrees that it will not discourage membership in the Federation nor discriminate with respect to wages, hours, or conditions of employment against any teacher because of membership, or nonmembership in the Federation, participation in any lawful activities of the Federation, including negotiations or grievances, under the terms of the Agreement.

(b) The District agrees not to discriminate because of age, color, race, handicap, creed, sex, national origin or ancestry with respect to wages, hours, and conditions of employment.

(c) The teacher's personnel file will include all of the following, but is not limited to:

1. Signed application form and certification forms;
2. Official transcripts supporting the teacher's claim to academic work;
3. Documents supporting the teacher's claim to professional training;
4. Records supporting the teacher's work experience;
5. Documents relating to the teacher's wages, hours, and/or conditions of employment if other than negotiated contract;
6. Copies of all annual individual teacher contracts;
7. Documents relating to evaluations;
8. Documents related to resignation or discharge;
9. Documents supporting professional growth and work experience completed after the teacher's initial contract;
10. Material derogatory or complimentary;
11. Teacher's response to derogatory or complimentary material, if the teacher so desires.

The file will be the property of the District, but each teacher will have the right, upon request to the Assistant Director--Administrative Services to review the contents of their personnel file and make copies at their expense of any document contained therein, with the exception being the credentials provided by teacher placement offices and letters of recommendation provided in confidence. A teacher will be entitled to have a representative of the Federation present during such review, or to designate in writing that the Federation may review such records.

(d) Material derogatory to a teacher's conduct, service, character, or personality, other than material supplied in confidence as a part of the teacher's credentials, shall not be placed in the teacher's personnel file unless the teacher has had an opportunity to review such material. The teacher's signature shall be affixed and date of such signature, however, with the expressed understanding that such signature does in no way indicate agreement with the contents. The teacher will also have the right to submit a written answer to such material and the answer will be reviewed by the Assistant Director--Administrative Services and attached to the file copy.

(e) Any complaints regarding a teacher made to any member of the District administration by any parent, student, or other person which are used in any manner in evaluating a teacher will be reduced to writing, promptly investigated, and called to the attention of the teacher.

Article IV

Grievance Procedure

Section 1 - Purpose

The purpose of this procedure is to provide, beginning at the lowest possible administrative level, an orderly method of resolving differences arising from interpretation and/or administration of the Agreement during its term. A determined effort shall be made to settle any such differences through the use of the Grievance Procedure.

Section 2 - Definitions

(a) For the purpose of the Agreement a "Grievance" is defined as an alleged violation of a specific Article or Section of the Agreement, or an interpretation, meaning, or application of any specific Article or Section of the Agreement.

(b) An "Aggrieved Person(s)" is the person or persons making the claim.

(c) The term "days" when used in an Article shall, except where otherwise indicated, mean all days excluding Sundays or legal holidays.

Section 3 - General Procedures

(a) Since it is important that Grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If such Grievance arises, there shall be no stoppage or suspension of work because of such Grievance; but such Grievance shall be submitted to the grievance and arbitration procedures hereinafter set forth.

(b) In the event a Grievance is filed at such time that it cannot be processed through all the steps in the Grievance Procedure by the end of the term of the contract, then said Grievance shall be resolved under the terms of that Agreement and Article, and not under a succeeding Agreement.

(c) At all steps of a Grievance after it has been formally presented, at least one member of the Federation's Grievance Committee may attend any meetings, hearing, appeals, or any other proceedings required to process the Grievance.

(d) When it is necessary for an Aggrieved Person and the individual's building representative, or a member of the Grievance Committee or such other representative designated by the Federation to attend a Grievance meeting or hearing during a school day, the Aggrieved Person or such other person will, upon notice to the immediate supervisor, be released without loss of pay as necessary in order to permit participation in the foregoing activities. Any teacher whose appearance in such investigations, meetings, or hearings is necessary as a witness will be accorded the same right. The Federation agrees that these rights will not be abused.

Section 4 - Initiation and Processing

(a) Step 1 - An earnest effort shall be made to settle the matter informally between the Aggrieved Person and the immediate supervisor. If the matter is not so settled, the Grievance shall be presented in a written "Statement of Grievance" by the Aggrieved Person to the immediate supervisor as soon as reasonably possible and no more than twenty (20) days after the facts upon which the Grievance is based become known. The "Statement of Grievance" shall state the name of the teacher involved, shall state the facts giving rise to the Grievance, shall identify all the provisions of the Agreement alleged to be violated by appropriate reference, shall state the contention of the teacher with respect to these provisions, and shall indicate the relief requested. The immediate supervisor shall give written answer no later than five (5) days after receipt of the "Statement of Grievance."

(b) Step 2 - If the Aggrieved Person is not satisfied with the disposition made at Step 1, the teacher may no later than five (5) days after receipt of the immediate supervisor's answer in Step 1, refer the Grievance to the District's Assistant Director--Administrative Services, hereinafter called "Assistant Director". The Assistant Director shall have a conference with the Aggrieved Person and give written answer no later than five (5) days after receipt of the Grievance.

(c) Step 3 - If the Aggrieved Person is not satisfied with the disposition made at Step 2, the Person may no later than five (5) days after receipt of the Manager's answer in Step 2 refer the Grievance to the District Director in writing. The District Director shall have a conference with the Aggrieved Person and give a written answer no later than five (5) days after receipt of the Grievance.

(d) Step 4 - If the Aggrieved Person is not satisfied with the disposition made at Step 3, the teacher may no later than ten (10) days after receipt of the Director's answer in Step 3 refer the Grievance to the Board by letter addressed to the Board Chairperson. The Board shall have a conference with the Aggrieved Person at the next regular monthly Board meeting and give a written answer within ten (10) days following the meeting.

(e) Step 5 - If the Aggrieved Person is not satisfied with the disposition made at Step 4, or if the Board has not rendered its answer within ten (10) days after its first regular monthly meeting after the Board Chairperson's receipt of such referral letter, the teacher may, no later than five (5) days after receipt of the Board's answer or fifteen (15) days after such first regular monthly meeting of the Board, whichever is sooner, request in writing to the chairperson of the Federation's Grievance Committee that the Grievance be submitted to arbitration. If the Grievance Committee determines that the Grievance is meritorious and that submitting it to arbitration is in the best interests of the school system, it shall notify the Board Chairperson in writing of such decision no later than twenty-five (25) days after the receipt of the request for arbitration by the Aggrieved Person.

(f) Within ten (10) days after such notice of submission to arbitration has been received, the District and the Grievance Committee will attempt to agree upon a mutually acceptable arbitrator and to obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, both parties shall jointly file a written request with the Wisconsin Employment Relations Commission to submit names of five qualified arbitrators for consideration. If the parties cannot agree upon one name of those listed, by alternate striking of names, the remaining person will act as arbitrator.

(g) The sole function of the arbitrator shall be to determine whether or not the rights of the teacher have been violated by the District contrary to an express provision of this Agreement or in violation of law. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning, and conclusions of the issues submitted. The arbitrator shall have no authority to add to, subtract from, or modify the Agreement in any way. The arbitrator shall have no authority to impose liability upon the District arising out of facts occurring before the effective date or after the termination of the Agreement. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision contrary to the right vested by law in the District unless modified by this Agreement. The decision of the arbitrator shall be made in accordance with the jurisdiction and authority and within the limits established by this document. The arbitrator's decision will be final and binding on both parties.

(h) All arbitration proceedings shall be held at such place as shall be mutually agreed upon between the District and the Federation. If the District and the Federation are unable to agree, the place of hearing shall be designated by the arbitrator.

(i) All expenses incurred for the services of the arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses, and/or if either party desires a transcript of testimony to be prepared for the arbitrator, such will be the expenses which will be shared.

(j) The parties agree to follow each of the foregoing steps in the processing of a Grievance. If the representative or representatives of the District fail to give a written answer within the time limit set out for any step, the Aggrieved Person may immediately refer the Grievance to the next step. If a Grievance is not referred to the next step within the specified time limit, it shall be considered withdrawn. The time limits specified for a particular step may be extended by mutual agreement of the persons involved in the disposition of a Grievance at that step.

Section 5 - Initiation of Group Grievances

If, in the judgment of the Grievance Committee, a Grievance affects a group or class of teachers, Grievance Committee may submit such Grievance in writing directly to the administrator whose action caused the Grievance and the processing of such Grievance will be commenced at Step 2. The Grievance Committee may process such a Grievance through all levels of the Grievance procedure even though the Aggrieved Person or Persons do not wish to do so.

Section 6 - Rights of Teachers to Representation

(a) No reprisals of any kind will be taken by the District against any building representative, any member of the Grievance Committee, or any other participant in the Grievance procedure by reason of such participation.

(b) Nothing herein contained shall be construed as limiting the right of any individual teacher, or any group of teachers, having a Grievance, from presenting, in person, or through representatives of their own choosing, without intervention of the Federation provided the adjustment is not inconsistent with the terms of the Agreement and the Federation has been given the opportunity to be present at such adjustment and to state the Federation's views regarding any inconsistent interpretation of the Agreement.

(c) Any Aggrieved Person may be represented by himself/herself, or at his/her option, by a representative selected by the Federation. When the teacher is not represented by the Federation, the Federation shall have the right to be present and to state its views at all stages of the Grievance procedure.

Section 7 - Miscellaneous

(a) Decisions rendered at Steps One (1), Two (2), and Three (3) of the Grievance procedure will be transmitted promptly to the Aggrieved Person and to the chairperson of the Grievance Committee.

(b) All documents, communications, and records dealing with the processing of a Grievance will be filed separately from the personnel files of the participants.

(c) Forms for filing Grievances, serving notices, taking appeals, making reports and recommendations are included in Attachments D and E.

Article V

Teacher Supervision

Section 1 - Teacher Observation

(a) The District and the Federation agree that the objectives of teacher observation and evaluation are to improve the quality of instruction and to make known to the teacher strengths, weaknesses, and/or deficiencies. All evaluation or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher and only by personal visitation. The use of audio or visual systems or similar surveillance devices shall be by mutual consent only.

(b) A minimum of three (3) written evaluations of each teacher on probation will be made by the appropriate District Division Chairperson and/or other qualified personnel during the term of such teacher's contract according to the following schedule: 1st evaluation by the end of the ninth week of the regular school year; 2nd evaluation by the end of the eighteenth week of such year; 3rd evaluation by February 1st of such year. Any other teacher will be so evaluated at least once during the term of such teacher's contract. Teachers will be given a copy of any class visit or evaluation report prepared by their supervisors at least one (1) day before a conference to discuss it. Such reports or evaluations shall not be submitted to the District Instructional Services Department, placed in the District's teachers' file, or otherwise acted upon unless an opportunity for a conference has been provided and the teacher has signed the evaluation or report. The teacher's signature shall be affixed and date of such signature to the evaluation or report. Such signature shall indicate only that the teacher has seen and read the evaluation or report.

(c) A teacher will be considered on probation until such time as the teacher has been issued three (3) consecutive teaching contracts.

Section 2 - Supportive Assistance

In the event the evaluation report indicates deficiencies or weaknesses, the teacher will be given assistance to correct stated deficiencies or weaknesses. A record of such assistance shall be maintained by the evaluator and a copy provided the teacher assisted.

Section 3 - Persisting Deficiencies or Behavior

Any teacher alleged to have serious deficiencies shall be notified in writing of them by the immediate supervisor at the time of the evaluation conference. If such deficiencies or behavior are judged to warrant dismissal, the immediate supervisor shall notify the Manager - Personnel, who will in turn, inform the teacher in writing that such action is being considered.

Section 4 - Conferences on Alleged Deficiencies or Behavior

A conference to ascertain whether alleged deficiencies or behavior have continued and/or are serious enough to warrant dismissal will be held by the District Director with the teacher, the immediate supervisor, and the Assistant Director--Administrative Services in attendance. The teacher may appear alone or together with a representative of the Federation or together with anyone else of the teacher's own choosing.

Article VI

Procedure Relating to Renewal or Nonrenewal of Contract, Dismissal, or Other Discipline

Section 1 - Contract Renewal Procedure

If the District determines that a teacher should be given written notice of renewal of a contract for the ensuing school year, such notice shall be given on or before March 15 of the school year during which said teacher holds a contract with the District. If no such notice is given on or before said March 15 and the District has not given the teacher written notice of refusal to renew the contract in force, that contract shall be deemed to be continued for the ensuing school year. A teacher who either receives a notice of renewal of a contract for the ensuing school year or has received no notice regarding renewal or nonrenewal of such contract, on or before said March 15, shall accept or reject, in writing, such contract no later than April 15 following. Nothing in this Section shall prevent the modification or termination of a contract by mutual agreement of the teacher and the District. The School Health Nurse will be subject to Wisconsin Statute 118.22.

Section 2 - Contract Nonrenewal Procedure

The following procedure shall govern consideration of nonrenewal of the individual contract of a teacher.

Step 1. Whenever there is a question as to whether a teacher's contract for the ensuing school year will be renewed, the District Director, or the Director's designee, shall give written notice of that fact to the teacher no later than February 1.

Step 2. Within five (5) days following receipt of such notice, the teacher may file with the District Director a written request for a meeting to discuss the situation with the Director. If such a request is timely filed, a meeting will be held with the District Director no later than February 20, and the teacher may appear either alone or together with a representative of the Federation. The teacher's supervisor and/or any other appropriate District administrator may be present at this meeting and shall be present if so requested by either the District Director or the teacher.

Step 3. If the Board will consider nonrenewal of the teacher's contract, whether or not the teacher has requested a meeting with the District Director, the teacher shall be given written notice of such consideration prior to March 1 which notice shall specify the reason or reasons for which nonrenewal is being considered. The teacher shall then be granted a private conference with the Board if the teacher files a request therefor with the Board within five (5) days after receiving such notice. The teacher may appear at such conference either alone or together with a representative of the Federation.

Step 4. The action of the Board to either renew or not to renew such teacher's contract, whether or not the teacher has requested a private conference, shall not be taken until at least ten (10) days following the receipt by the teacher of the written notice provided in Step 3 provided however, that such Board action shall be taken by March 14 unless the teacher provides a written waiver of the right to receive notice of renewal or nonrenewal by the deadline established by state law and the Board receives and agrees to such waiver prior to the deadline.

Step 5. If the Board votes not to renew such teacher's contract, the Federation, provided such teacher requested and attended the private conference with the Board as set forth in Step 3 above, may process the matter to arbitration as set forth in Article IV of this Agreement within ten (10) days of receipt of written notification of such vote in the same fashion as it may process a grievance to arbitration under subsection 4(e) of such Article. In the event of arbitration, the decision of the Board shall not be reversed by the arbitrator unless the arbitrator shall determine that, in the case of a teacher who has not been issued three (3) consecutive teaching contracts, the decision of the Board not to renew such teacher's contract was arbitrary and capricious or was made without the teacher having been evaluated during the school year of nonrenewal as provided in Section 1 of Article V of this Agreement and that, in the case of a teacher who has been issued three (3) or more consecutive teaching contracts, the decision of the Board not to renew such teacher's contract was not for cause.

Section 3 - Dismissal or Other Discipline

(a) The above procedure for nonrenewal of a teacher's contract does not prohibit a teacher being dismissed or otherwise disciplined by the District during the term of an individual contract for cause. When discipline other than dismissal or suspension is imposed, the teacher may file a Grievance with respect to such disciplinary action in accordance with and subject to the Grievance and Arbitration Procedure set forth in Article IV of this Agreement.

(b) When dismissal or suspension is contemplated, the teacher shall be provided with a written statement of the reason or reasons therefor, and upon request, with the opportunity for a closed meeting with the District Director and other District representatives to discuss such reasons.

(c) If the teacher is not satisfied with the results of such meeting, the teacher will be provided, upon request, with the opportunity for a conference with the Board in closed session before its decision is made; provided, however, that if the teacher so requests, such conference will be held in open session of the Board. The teacher may appear at such meeting with the District Director and such conference with the Board, whether held in a closed or open session, either alone or together with a representative of the Federation. If the District Director shall deem it appropriate, a teacher for whom dismissal is being considered may be suspended with pay pending the Board's determination.

(d) If dismissal or suspension is imposed, the Federation, provided the teacher requested and attended the meeting with the District Director and the conference with the Board as set forth above, may process the matter to arbitration within ten (10) days of receipt of written notification of the Board's determination as set forth in Article IV of this Agreement in the same fashion as it may process a grievance to arbitration under subsection 4(e) of such Article.

Article VII

No Strike Clause

Section 1

The Federation shall not authorize, ratify, or condone, either directly or indirectly, any strike, work stoppage, slowdown, or other concerted interference with work on the part of any teacher. The Federation will publicly denounce any such action.

Section 2

In addition to any other remedy provided by law, any teacher who engages in any strike, work stoppage, slowdown, or any other concerted interference with work, whether or not such action is authorized, ratified or condoned by the Federation shall be subject to dismissal as provided in Article VI, Section 3.

Section 3

The District shall not lock out teachers; however, if any teacher is unable to work because operations are suspended due to a strike, work stoppage, slowdown, or other interference with work by any other person, whether or not such persons are teachers, such inability to work shall not be deemed a lockout.

Article VIII

Conditions of Employment

Section 1 - Teacher Assignment

(a) The contract for the teacher shall have the base school assignment of the position, the salary schedule placement (where appropriate), and the tentative instructional area or job assignment(s) listed when it is issued in accordance with Wisconsin Statutes 118.22. The base school shall be defined as the location where the teacher is tentatively assigned to work for the majority of his/her work load.

(b) The District will make available in writing to each teacher (1) a list of tentative course titles six weeks prior, and (2) a schedule of student contact hours and course titles three weeks prior to the first scheduled class period. This Section does not apply to farm training instructors, farm management and operation instructors, block apprentice instructors, production agriculture instructors, emergency medical services instructors, law enforcement instructors, fire service instructors, correction science instructors, traffic safety instructors, individualized program instructors, counselors, high school and university contract teachers, and reading specialists.

For Law Enforcement Instructors and Correctional Science Instructors, the District will make available in writing to each teacher (1) a list of all known tentative Associate Degree course titles six weeks prior, and (2) a schedule of all known student contact hours and course titles of all Associate Degree courses three weeks prior to the start of the first and second semester.

(c) In order to assure that students are taught by teachers working within their area(s) of competence, teachers shall not be assigned outside the instructional area of their teaching certification.

(d) Schedules of teachers who are assigned to more than one school shall be arranged so that no such teacher shall be required to engage in an unreasonable amount of inter-school travel. The guidelines as set forth in the work load formula will be adhered to.

(e) Teachers who use their own automobile in the performance of their duties and teachers who are assigned to more than one school per day shall be reimbursed for all such travel at the rate of twenty-two cents ($.22) per mile through December 31, 1985, and twenty-one cents ($.21) per mile for reimbursable travel on or after January 1, 1986. Payment will be computed on the basis of the shortest distance between their base school and the assigned school. Mileage must actually be driven to be claimed for reimbursements. If the teacher shares a ride with someone else, only one person can submit a mileage claim. The teacher cannot, under any circumstances, charge mileage from home to the base school or return home from the base school; in the event of school business, reimbursement will be made for the extra miles only.

(f) Teachers whose assignment normally requires frequent and regular travel, i.e., farm training instructors, operating room assistant instructors, licensed practical nurse instructors, technical nursing instructors, medical record technician instructors, ward clerk instructors, production agriculture instructors, food service instructors, and high school contract instructors will provide and use their own private vehicles and be compensated for their mileage. District-owned staff cars will be used by these staff members only in an emergency such as mechanical breakdown, family sickness, etc.

Other teachers who are required to travel may use District-owned cars to the extent that they are available, priority being given to those whose travel assignment would impose a personal hardship if required to provide their own vehicle. Scheduling problems or personal hardship situations should be made known to the Assistant Director--Administrative Services at the earliest date possible.

(g) If management determines there is sufficient load in a continuing full-time program at a given campus, the Board will hire a teacher subject to Article I, Section 1 in preference to a number of part-time teachers. In lieu of a full-time teacher the District may hire two teachers each with fifty percent (50%) or more load with the mutual consent of the Federation.

Section 2 - Vacancies

(a) The District will supply to the Federation no later than by February 15 of each school year a list of known vacancies for the ensuing year. Vacancies occurring after February 15 shall be supplied as they occur.

Section 3 - Job Posting, Transfer, and Reassignments

(a) Subject to the remaining provisions of this Section 3, the District retains the right to make subject and activity assignments and reassignments and to make transfers between schools and within schools as necessary. A list of assignments, reassignments, and transfers will be supplied to the Federation as soon as practicable.

(b) Any vacant or newly established position within the teachers' bargaining unit, or in any District management positions, shall be posted on designated employee bulletin boards at the District Office and on the three main campuses and such postings will be sent to the President of the Federation. The posting shall set forth a description of the available position, the required qualifications therefor, and the due date by when teacher applications therefor are to be submitted for consideration in accordance with subsection (c) below. On or before May 1 of each school year, the District will provide the Federation with a list of the then known available positions for the ensuing school year to be posted and will provide the Federation with a copy of each such posting as soon as practicable after its preparation. A copy of the posting for any position becoming available after May 1 shall be given to the Federation as soon as practicable after such posting is prepared.

(c) Any teacher who satisfies the required qualifications for a Bargaining Unit position posted may submit an application therefor on or before the specified due date; and if such teacher is the sole applicant, that teacher shall be granted that position. If two (2) or more teachers are considered to be equally qualified for a Bargaining Unit position posted, the Bargaining Unit position shall be granted to the more senior teacher. If any applicant among such qualified teachers is then in a position to which such applicant has been involuntarily reassigned or transferred pursuant to subsection (d) below, such applicant shall have preference for the posted Bargaining Unit position over any of those teachers who have not been so involuntarily reassigned or transferred regardless of whether any of those teachers has greater length of continuous service than such applicant. If no teacher with the requisite qualifications files a timely application for a Bargaining Unit position posted, such position shall be granted to any other person whom the District may select therefor, subject, however, to subsection (d) below.

(d) The District retains the right to make involuntary reassignments or transfers at any time during the term of a teacher's then current teaching contract due to lack of work, lack of or declining enrollment, or the combination of programs. The base school of any teacher so reassigned or transferred, i.e., the school designated in such teaching contract, shall not be changed during the contract's term nor shall the teacher's position on the salary schedule be reduced because of such reassignment or transfer. When an involuntary reassignment or transfer is being considered, the District shall first determine what teachers have the requisite qualifications for the position involved and then select the person among those teachers with the shortest length of continuous service unless the District can show cause that such selection would not be in the best interests of the District, in which case such person may be excluded from consideration. Where an involuntary reassignment or transfer involves a school other than the teacher's present base school, the teacher will be reimbursed for actual additional miles driven each day that the teacher is required to travel because of such reassignment or transfer. The Federation shall be notified of any involuntary reassignment or transfer as soon as practicable after the District's decision in this regard is made. A change in a teacher's assignment or base school year shall be deemed to be an involuntary reassignment or transfer under this subsection (d) for purposes of selecting the teacher for such reassignment or transfer but the teacher so selected shall not be entitled tc any mileage reimbursement under this subsection (d).

(e) If a teacher objects to an involuntary reassignment or transfer pursuant to subsection (d) above, the teacher may request a meeting with the District administration, with or without Federation representation, for the purpose of explaining such objections and hearing the District's reasons for such reassignment or transfer. The meeting date and time shall be mutually agreed upon by all concerned.

Section 4 - Work Week

(a) The work week shall be defined as beginning on Monday and ending on Friday, or beginning on Tuesday and ending on Saturday except when shortened due to holidays and noncontract days.

(b) The choice of the teacher to be scheduled on the Tuesday through Saturday work week will be made according to these items in the order listed:

1. Volunteers will be solicited.

2. In the absence of a volunteer and where there is more than one certified teacher (certified to teach the subjects being considered) each will be assigned on a rotating basis per semester. This procedure will be followed even if the subject is not scheduled each semester.

3. This schedule will be used only in instructional areas where courses or programs are cancelled due to lack of student enrollment.

(c) Any teacher involuntarily assigned to the Tuesday through Saturday work week may choose to terminate employment within fourteen (14) days of notification of the schedule with no penalty.

(d) The parties recognize the principle of a normal 35-hour work week, exclusive of lunch periods. Farm training, production agriculture, high school contract, emergency medical services, law enforcement, fire service, correction science, and traffic safety teachers may be scheduled for more than thirty-five (35) hours per week by mutual consent of teacher and supervisor.

Section 5 - Workday

The normal workday shall not be more than eight (8) consecutive hours, with one duty-free meal hour agreed upon by mutual consent of teacher and supervisor. Farm training, production agriculture, high school contract, emergency medical services, law enforcement, fire service, correction science, women reentry and traffic safety teachers may be scheduled for more than eight (8) consecutive hours per day by mutual consent of teacher and supervisor. For the School Health Nurse, the workday will be eight and one-half (8-1/2) consecutive hours.

Section 6 - Length of School Year

(a) The normal school year for teachers shall be 190 paid employment days. It shall be the prerogative of the District to determine within such 190 days the number of in-classroom teaching days and the number of days to be set aside for teacher training, in-service, registration, and/or other purposes deemed necessary by the District.

(b) Subject to subparagraph (a) above, the school calendar shall be as set forth in Attachments B and C.

(c) When an individual formal teaching contract is extended beyond the 190-day normal school year, additional salary compensation will be prorated according to Attachment A or prorated from a 190-day salary.

(d) Nothing in this Agreement shall limit the District from additionally contracting with a teacher individually, formally or informally, to teach or perform any other type of work at such times and for such periods as the District may deem appropriate.

Section 7 - Certification

(a) All teachers employed by the Board are subject to the Wisconsin Administrative Code.

(b) Individual teachers are responsible for renewal of their certification. All correspondence relevant to certification shall be transmitted between the District and State certification officers. Noncompliance with the State Administrative Code requirements and, for Life Certification, District certification requirements as provided for in Article VIII, Section 8 shall be cause for dismissal.

(c) The certification officer will furnish each teacher by March 15 with a list of certification requirements which must be met.

(d) Verification of work experience shall be provided by an individual teacher if requested by the District.

Section 8 - Professional Growth

Teachers certified with a Provisional, Standard Five-Year or Life Certificate, as defined in the Wisconsin Administrative Code, Chapter A-V 3, shall demonstrate continued professional growth as identified within the Chapter.

Section 9 - Academic Freedom

(a) The spirit of this institution, developed and sponsored under progressive administrative and teacher leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence which shall continue to be upheld by the District. Greater knowledge and maturity of judgment may occur when students are exposed to a variety of ideas and facts.

(b) When the teacher speaks or writes as a citizen outside of school, the teacher shall be free from administrative and institutional censorship and discipline. However, the teacher has the responsibility to clarify the fact that he/she speaks as an individual and not as a member of the faculty of this District.

Section 10 - Publication and Developmental Rights

If materials or devices are created on school time, whether under special assignment or otherwise, they shall be the exclusive property of the District and may be copyrighted or patented and distributed in accordance with the interests of the District. Such materials shall bear the name of the writer or inventor.

Section 11 - Workload Formula

(a) All teaching work assignments shall be made as equitable as practicable among the teaching staff so that workloads will be as nearly equal as possible, taking into account equating the workload evenly for the entire teaching staff, recognizing all the educational tasks performed by teachers and providing quality up-to-date instruction in all courses. The District will make every effort to assign block apprentice instructors the same course that they taught the previous year. Because of the variety of assignments offered, this teacher workload policy will not apply to guidance counselors, teachers such as farm training instructors, GOAL instructors, school health nurse, block apprentice program instructors, emergency medical services instructors, law enforcement instructors, fire service instructors, corrections science instructors, traffic safety instructors, production agriculture instructors, teachers teaching in high school contract courses, and teachers teaching and supervising programs. Assigned workloads, computed by administration, will be reviewed by a workload committee composed of the Assistant Director--Instructional Operations, the Assistant Director--Administrative Services and two teachers appointed by the Federation. This review will be conducted when student count has been verified but no later than the end of the 4th complete week of the semester. Copies of the administration's final computation of assigned workloads will be given to the Federation's President with a copy to the individual teacher, by the end of the 3rd complete week of the semester.

(b) Definitions

1. Contact Period: Fifty-minute instructional unit of time is devoted to instruction in the presence of students.

2. Stacked Courses: When two (2) or more courses are scheduled to run at the same fixed time period with the same

instructor, such courses will be treated as stacked courses only when the instructional material has been so designated to enable multiple instruction to take place concurrently. These courses could, but not necessarily, be multiple or one-time entry. Courses to be conducted in this mode will be identified by the District one semester prior to implementation. During this semester, the instructor who will be assigned to teach such courses will have the opportunity to make his/her views known to the workload committee. If requested by the instructor, the committee will review the instructional materials to check whether they are prepared in the form required to offer the courses in the stacked mode and make any recommendations regarding such materials that they feel to be appropriate.

3. Open Laboratory: Offers the student the flexibility to select his/her learning time and one (1) or more courses occupy the same lab with one (1) or more instructors supervising the student's activity. These courses can be operated on either a one-time or open entry/open exit concept.

4. Workload Column Headings:

   a. Presentation: Group instruction in theory or related content as defined in State policy as lecture and lecture discussion that includes presentation of materials by the instructor using those methodologies most applicable for student learning. The instruction is based upon the premise that students follow the commitments for learning as found in State policy.

   b. Learning Laboratory, Technical Laboratory, Shop and Clinical: The instruction provides continuous planned learning experiences consisting of demonstrations, simulated occupational or scientific tasks, small group demonstrations, and development of individual competencies, attitudes, understanding, and values. Frequently, extensive use is made of self-instructional devices and materials. The direct instruction times include provision for progress evaluation and critical analysis of student performance. The instruction is based upon the premise that students follow the commitments for learning as found in State policy.

   c. Special Assignments:

      (1) Activities recognized by Instructional Services as assigned to instructors to improve, promote, and enhance the total educational program, i.e., new program development, special committee work, cooperative internship education, instructional methodology, special projects, and laboratory and shop maintenance.

      (2) Travel Time:

(a) Teachers assigned to a location other than the base school for a full workday will travel outside the workday hours and will receive a stipend of seven dollars ($7.00) per hour for travel time.

(b) Teachers given assignments at the base school and other location(s) on the same day will be given time to travel.

(3) Preparation:

(a) Consideration will be given for teachers teaching in the one- and two-year Vocational Programs, the Associate Degree Programs, and Apprentice Programs with an excess of three different course preparations per semester. For each different course preparation in excess of three (3), 5.72% credit toward the teacher's work load will be granted. Based on an 18-week semester, courses with less than three (3) contact hours per week will be totaled together, with one (1) preparation allowed for each three (3) contact hours or prorated accordingly, repetitive sections not included. All nonrepetitive courses with three (3) or more contact periods per week will be considered as one (1) preparation. Learning laboratory, technical laboratory, shop, and clinical instruction assignments will be considered as an aggregate total of one (1) preparation per instructor.

(b) Consideration will be given to teachers assigned to teach more than one (1) new course for which no instructional materials have been prepared.

d. Student Contact Periods: When the total enrolled student contact periods exceed 500 per week, 1% will be added to the workload for each multiple of five (5) student contact periods per week. The student contact periods will be calculated at the end of the second complete week of the semester.

Formula:

(Total student weekly contact hours minus 500 ÷ 5 = % to be added to workload)

e. Work Load Scale: Workload will be based on rating points as indicated on the Work Load Scale. Load will be assigned between 95 and 105% for each 18-week semester and when necessary a special assignment will be given to reach this total. In the event a teacher's workload for the semester averages over 105%, said teacher shall be paid an additional amount in six (6) equal installments over the last six (6) pay days of the semester equal to:

.6 for each percentage point over 105 if load is 106%
.7 for each percentage point over 105 if load is 107%
.8 for each percentage point over 105 if load is 108%
.9 for each percentage point over 105 if load is 109%
1.0 for each percentage point over 105 if load is 110%
1.1 for each percentage point over 105 if load is 111%
1.2 for each percentage point over 105 if load is 112%
1.3 for each percentage point over 105 if load is 113%
1.4 for each percentage point over 105 if load is 114%
1.5 for each percentage point over 105 if load is 115% or more

Calculations will be based on the percentage of contract semester salary. A teacher may be given over 110% workload in extenuating circumstances only with teacher's consent.

f. **Faculty Members' Responsibilities:** Faculty members' responsibilities include that of advising and helping students on their course work outside of the regularly scheduled class hours. Each faculty member to which the workload applies is expected to establish and maintain regular posted office hours each semester during which the staff member will be available for consulting with the students. A schedule of five hours a week shall be set aside for this purpose. Any additional consultation time shall be at the discretion of the teacher.

g. **Program Advisorships:** Program advisorships may be assigned to instructors in each major field of study. Those assigned advisorship duties will be credited with 2.86% workload per 18-week semester, and be compensated $175.00 at the end of the semester. Instructors will also be paid $75.00 for each day on which advisorship services are performed outside of the instructor's own calendar of contract days. Duties of program advisors will include those reasonable and professional duties which may from time to time be stated in District policy and/or be assigned by District administration.

Section 12 - Personal Supplies

Safety equipment required under OSHA regulations will be required by the District for use by teachers. The District will furnish the initial equipment with maintenance and replacement furnished by the teacher.

Section 13 - Determination of Teacher Continuous Service

(a) For all purposes of this Agreement, the length of a teacher's continuous service with the District shall be equal to the period of unbroken service to the District which commences from such teacher's last date of hire in an employment position included at any time in the bargaining unit covered by this Agreement; provided, however, that an authorized leave of absence for any reason shall not be deemed to have interrupted the continuity of service so long as the teacher returns to work on or before the scheduled end of the authorized period of such leave; provided further, however, that the period of such a leave shall not be included in the teacher's length of continuous service unless such inclusion is expressly provided for in the provision of this Agreement pertaining to such leave. Subject to the conditions of the foregoing sentence, a teacher's service in any district that has been annexed to the District at or subsequent to the time of the District's formation shall be treated as service with the District in determining such teacher's length of continuous service with the District.

(b) A list showing each teacher's length of continuous service, as determined under subsection (a) above, shall be maintained by the District, and an updated copy of such list shall be provided to the Federation on or before October 15 of each year.

Section 14 - Curriculum Development Pay

With respect to any curriculum development project that a teacher agrees to undertake and accomplish during time periods outside the normal workdays covered by such teacher's regular teaching contract, the teacher, the Division Chairperson involved, and the District's Curriculum Planner shall mutually agree in writing upon the nature and quality of the final product to be achieved with such project and the number of hours that will be compensated for that product. The total compensation for such project will be determined by multiplying the agreed upon number of hours by an amount equal to 1/1330 of the teacher's then current salary figure for a one hundred ninety (190) day teaching contract; provided, however, that the payment of such compensation shall be conditioned upon the final product being acceptable to the Curriculum Planner regardless of the number of hours actually spent by the teacher to complete the assigned project. A curriculum development project compensated under this Section 14 shall not be treated as a special assignment under the work load formula, but rather is separate and distinct from and in addition to any curriculum development work that the teacher performs as a special assignment under such formula and/or as part of the normal teaching duties.

Work Load Scale

Load Periods Per Week Equal 100%	Presentation	Learning Laboratory Technical Laboratory Shop and Clinical	Special Assignment
	19	25	35
Totals Periods Per Week	% Load	% Load	% Load
1	5.25	4.0	2.86
2	10.50	8.0	5.72
3	15.75	12.0	8.58
4	21.00	16.0	11.44
5	26.25	20.0	14.30
6	31.50	24.0	17.16
7	36.75	28.0	20.02
8	42.00	32.0	22.88
9	47.25	36.0	25.74
10	52.50	40.0	28.60
11	57.75	44.0	31.46
12	63.00	48.0	34.32
13	68.25	52.0	37.18
14	73.50	56.0	40.04
15	78.75	60.0	42.90
16	84.00	64.0	45.76
17	89.25	68.0	48.62
18	94.50	72.0	51.48
19	99.75	76.0	54.34
20		80.0	57.20
21		84.0	60.06
22		88.0	62.92
23		92.0	65.78
24		96.0	68.64
25		100.0	71.50
26			74.36
27			77.22
28			80.08
29			82.94
30			85.80
31			88.66
32			91.52
33			94.38
34			97.24
35			100.10

Article IX

Salary Schedule

Section 1 - 1985-86 and 1986-87 Teacher Salary Schedule

(Refer to Attachments A and B)

Section 2 - Advancement on Salary Schedule

(a) Advancement because of credits and experience earned for professional improvement shall start from the original placement position.

(b) Vertical advancement on the salary schedule will occur at a rate of one step for each twelve-month year within which the teacher completes satisfactory employment with the District that is at least equivalent to a normal school year.

(c) All college credits contemplated for the purpose of horizontal advancement on the schedule must have prior written approval of the Assistant Director--Administrative Services. Approval must be obtained prior to enrollment or registration for such work.

(d) Eligibility for horizontal advancement on the salary schedule shall be determined no later than November 1 for the current school year and will be conditioned upon the receipt of official transcripts indicating a C grade or better of previously approved courses by the Assistant Director--Administrative Services prior to that November 1. Where such condition is satisfied, the horizontal advancement will be effective, retroactively where appropriate, either (1) as of July 1 of the current contract year if the course work was completed by that July 1 or (2) if the course work was completed subsequent to that July 1, as of the beginning of the first full-time school semester immediately following that July 1.

(e) Horizontal movement on the salary schedule by teachers who have not earned a Bachelor's Degree from an accredited institution shall be limited to the last column preceding the M.S. column. Such non-degree teachers shall not be eligible for M.S. degree placement on the salary schedule.

(f) Work experience may be used for horizontal advancement on the salary schedule as described by the following conditions:

1. 240 hours of related work experience will earn 3 credits.

2. No more than three (3) credits can be earned in any three (3) year period.

3. The employer will be responsible for establishing the objectives to be attained, supervision, and evaluation of the performance of the employee, and submit a report to the District.

4. The objectives must be directly related to the teacher's

field of employment and have prior approval of the Manager - Personnel.

5. Work experience acquired prior to this contract will not be given credit under this Section.

6. Work experience under this Section will apply only after a Bachelor's Degree or its equivalent has been earned.

7. Credit for work experience will be granted providing 3 credits are earned in full-time continuous employment with a limit of 8 working hours in one day of 24 hours.

8. Once applied for and granted the teacher must comply within one year from date of application or lose the right to the application.

9. Three approved academic credits must be earned in addition to work experience credits in order to advance one horizontal step.

(g) Pay Periods: Each full-time teacher has a choice of two payment plans. Selection of the plan will be made by the teacher before receiving the first payment under the contract and will remain in effect until the contracted salary amount is paid. The two options are as follows:

1. Payment Plan I - Wage payments will occur on a bi-weekly basis every other Friday commencing with the first pay period following the start of the individual's contract. The last payment will be made on the pay day following the completion of the individual's contract.

2. Payment Plan II - Wage payments will occur on a bi-weekly basis every other Friday, for 26 pay periods, commencing on the first pay period following the start of the individual contract.

(h) Method of Payment: Wage payments will be made according to the payment plan selected in Section 2 of this article. In lieu of issuing payroll checks, the District shall deposit an employee's wage payments, when due for all employees, directly into an account in the employee's name at a Wisconsin bank, credit union or savings and loan company maintaining membership in the Wisconsin Automated Clearinghouse Association.

The District agrees to pay overdraft and other bank charges excluding loss of interest earnings, that are a result of District error in the District direct deposit program.

Section 3 - Sabbatical Leave

(a) Statement of Policy: Sabbatical leave may be granted a full-time teacher who has achieved five-year certification or Life Certification based upon the best interests of the District and the competency of the applicant. The purposes of such leave shall be to improve the professional preparation of the teaching staff by providing opportunity for further study in well-defined fields of learning and/or the pursuance of advanced degrees and enable instructors to obtain occupational training beyond that required for Standard Five-Year or Life Certification.

(b) Eligibility Requirement: All full-time teachers with Standard Five-Year or Life certification in their fields who have completed no fewer than five consecutive years of service in the Moraine Park District are eligible for sabbatical leave. Applicants must have an approved educational objective or experience objective that is clearly defined and related to District needs.

(c) Applicant Procedures: Applications for sabbatical leave shall be addressed to the District Director. Applicants seeking sabbatical leave, beginning in September, must formally apply no later than February 1 of that year. Those seeking sabbatical leave in January must formally apply no later than July 1 of the previous year. Notification of acceptance or rejection of the applicant's request will be given within 30 days following February 1 or July 1, as the case may be.

(d) Selection Criteria: The following criteria will be considered by the Sabbatical Leave Selection Advisory Committee when applications for sabbatical leave are considered:

1. The number of teachers on sabbatical leave at one time shall not exceed one for every 50 full-time contract teachers or major fraction thereof.

2. The application for sabbatical leave must clearly describe the benefit to the Moraine Park District. It may also include personal reasons for applying.

3. A replacement teacher must be available.

4. No more than one sabbatical leave may be granted to any one teacher in an eight-year period.

5. The applicant must show proof of acceptance into an employment position or educational institution.

(e) The Sabbatical Leave Selection Advisory Committee will be composed of three persons from the full-time teaching staff selected by the local teacher Federation membership and three persons from the management staff selected by the District Director. The Committee shall review all applications for sabbatical leave and make recommendations for approval or disapproval in writing to the Director for presentation to the Board of Moraine Park Vocational, Technical and Adult Education District.

(f) Length of Sabbatical Leave: Sabbatical leave shall not be granted for more than two semesters or its equivalent in any one school year. It shall not extend into two different school years unless the District Board deems it beneficial to its own best interests to extend the leave.

(g) Compensation

1. An employee on sabbatical leave shall be paid in accordance with established procedures in effect at the time of the leave on the basis of 50% of the amount the person would normally receive for the two semesters had the employee not been granted sabbatical leave. If the sabbatical leave is for less than one school year, the amount of pay will be prorated accordingly.

2. Employees on sabbatical leave will be advanced horizontally on the salary schedule commensurate with the credits or work experience completed and will retain all fringe benefits. There will be no vertical salary increase recognizing an additional year of teaching experience.

3. In no instance shall the salary be supplementec by a fellowship or grant-in-aid so as to make the total remuneration in excess of the academic year's salary. Should this occur, the salary will be reduced accordingly.

(h) Sabbatical Leave Recipient's Obligation

1. The recipient, if enrolled for schooling, shall not earn less than the average number of credits required of an average student and maintain a satisfactory grade point average; if employed for occupational experience, the person shall be employed on a full-time basis with a diversity and level of job responsibility comparable or greater than that of a vocational or technical graduate in the field for which experience is sought.

2. The recipient shall submit to the District Director a written report within 30 days after the start of the educational or occupational activity, and a final report prior to return to school. Mid-term and final grade reports will be also forwarded to the Director as they are received. The final report should detail specific credits earned or specific job functions and hours of experience gained in each of these functions. The final report should further be documented by either an official transcript of credits earned or a certified statement from the employer testifying to the type and amount of occupational experience.

3. The recipient of a sabbatical leave will obligate himself or herself to return to employment in the Moraine Park District for twice the amount of time of the leave or return the full amount of compensation received. The recipient will sign an interest-free note indicating this and specifying the amount of compensation to be received. The note will be canceled at completion of the end of the period of service required according to this policy or at the death of the maker or upon he or she becoming permanently incapacitated so that he or she is unable to assume the position which was held prior to the sabbatical leave. In the event that the teacher does not fulfill the post-leave obligation, the Board, if it chooses, may prorate or cancel altogether the note outstanding.

4. It shall be the responsibility of the recipient to notify the District Director by February 1 if return to duties may be expected at the beginning of the first semester in September, or by July 1 if return to duties may be expected at the beginning of the second semester in January, as the case may be.

(i) Sabbatical Leave Without Pay: In addition to sabbatical leave granted under this policy, the Board agrees to consider additional sabbatical leaves without pay or compensation on a leave of absence basis for purposes as outlined in paragraph (a).

(j) Conditions of Employment During Sabbatical Leave: Except as otherwise stated herein, the conditions of employment for the teacher shall not be changed.

Section 4 - Other Leaves of Absence

(a) Leave of absence without pay may be granted by the Board upon written request of the teacher and the recommendation of the immediate supervisor and the District Director for the purpose of study or professional improvement or because of physical disability.

(b) Leave may be granted for Jury Duty or when summoned to give testimony, by the District upon application to the Assistant Director--Administrative Services. Full salary payment by the Board will be continued less any compensation received for such Duty.

(c) Two days per contract year will be granted with pay upon approval of the Assistant Director--Administrative Services, for attendance at conventions, workshops, seminars and other professional meetings where the agenda is for vocational, technical or adult education improvement. The request shall be submitted at least ten (10) working days prior to the event. A written report of the activities participated in will be sent to the Assistant Director--Administrative Services within two weeks after the event.

(d) Two (2) days leave with pay will be granted up to ten (10) teachers to attend the Wisconsin Federation of Teachers Convention. Said leave shall not be deducted from any other leave provided in this Agreement. The Federation shall provide a list of these teachers to the Assistant Director--Administrative Services twenty-one (21) calendar days in advance of the convention dates. This clause shall not limit other teachers from exercising their rights under paragraph (c) of this section.

(e) Military reserve leave shall be scheduled during non-contract periods. If the employee does not have an option to take the leave during non-contract periods, application must be made to the Manager--Personnel 60 calendar days prior to the beginning of the leave. The leave period shall be non-paid. Fringe benefits during the leave period will be maintained by the District for not more than thirty (30) calendar days.

Section 5 - Group Life Insurance

Group life insurance is provided to any teacher who is a member of the Wisconsin Retirement System. The District will pay the premiums on the insurance. This insurance shall be subject to the rules and regulations of the Wisconsin Group Insurance Board.

During the term of this Agreement, the District agrees to maintain its life insurance plan with the benefit levels to which the parties agreed during the negotiations of this Agreement.

Whenever the District intends to change the insurance carrier or change the insurance contract with a present carrier, the District shall send a written notice to notify the Federation President at least ten (10) days prior to carrier notification.

Section 6 - Hospitalization, Surgical, Major Medical, and Dental Insurance

All teachers are eligible to elect to receive single or family coverage under a group hospitalization, surgical, or major medical insurance policy, the cost of which shall be paid by the District. Coverage for new teachers shall begin on the first day of the month following the first day of employment. For teachers leaving the employment with the District at the end of the normal school year, coverage will stop at the expiration of their contract. Teachers who have left employment of the District must be provided with a continuance/conversion option whereby they may, at their expense, either continue coverage under the group policy or convert to an individual health insurance policy (Chapter 285, Wisconsin Statutes, Section 632.897). For teachers who have been dismissed, coverage will end at the time of dismissal. Upon retirement, teachers who so choose may continue to be members of the District hospitalization insurance plan upon payment of the appropriate monthly premium (family or single) to the District; provided, however, that any eligible teacher who elects early retirement under Section 8(c) of this Article IX may choose to continue coverage under the District's hospitalization and dental insurance plans, in which event the District will pay the appropriate monthly premium for such coverage until such teacher either attains age sixty-five (65) or becomes covered under a new employer's medical program, whichever occurs first. Any increase in rates in health insurance in succeeding years will be considered as part of the total dollar package increase.

Dental insurance will be provided by the District. The the dental insurance will include prosthodontics at fifty percent (50%) coverage. Any increase in rates in succeeding years will be considered as part of the total dollar package increase.

During the term of this Agreement, the District agrees to maintain its hospitalization and dental insurance plans with the benefit levels to which the parties agreed during the negotiations of this Agreement, with the following exception: if the District changes carrier and the new carrier will not provide one hundred percent (100%) payment of office calls and prescription drugs after the required deductible(s) under major medical.

Whenever the District intends to change the insurance carrier or change the insurance contract with a present carrier, the District shall send a written notice to notify the Federation President at least ten (10) days prior to carrier notification.

Section 7 - Disability Insurance

(a) The District agrees to pay the full premium for long-term disability insurance coverage on each teacher. Any increase in rates in succeeding years will be considered as part of the total dollar package increase. For teachers who have been dismissed, coverage will end at the time of dismissal.

(b) The disability insurance plan will cover salaries up to $3,600.00 per employee per month, at 66-2/3% up to the age of 65 for covered disabilities due to sickness or accident after 180 calendar days. If the disability entitles the individual to disability benefits under Worker's Compensation, social security, state or federal disability plans, or any other plan (including retirement and pension plans) toward which an employer contributes, these benefits will reduce your disability insurance benefits so as not to exceed the income percentage of the plan.

The income protection day benefits will only be paid until the accrued days are used or the effective day of the disability insurance whichever occurs first.

(c) The social security amount will be frozen after the initial determination.

During the term of this Agreement, the District agrees to maintain its disability plan with the benefit level to which the parties agreed during the negotiations of this Agreement.

Whenever the District intends to change the insurance carrier or change the insurance contract with a present carrier, the District shall send a written notice to notify the Federation President at least ten (10) days prior to carrier notification.

Section 8 - Vision Care Insurance

Vision care insurance will be provided by the District. Any increase in rates in succeeding years will be considered as part of the total dollar package increase.

During the term of this Agreement, the District agrees to maintain its vision insurance plan with the benefit level to which the parties agreed during the negotiations of this Agreement.

Whenever the District intends to change the insurance carrier or change the insurance contract with a present carrier, the District shall send a written notice to notify the Federation President at least ten (10) days prior to carrier notification.

Section 9 - Teacher Retirement

(a) The District agrees to pay to the Wisconsin Retirement System, in lieu of an equal amount of retirement contribution required to be deducted from each payment of earnings to contract teachers, the amount of 5 percent through June 30, 1986, and 6 percent on and after July 1, 1986, of the total contract earnings of each teacher; provided, however, that with respect to payments of contract earnings made during the period from January 1, 1986 to June 30, 1986, an amount equal to 1% of each such payment shall be deducted as the teacher's retirement contribution to the system.

(b) It is understood and agreed that all such payments of contributions made by the District shall be reported to the Wisconsin Retirement System in the same manner as though deducted from earnings of participating teacher employees, and that all such payments of contributions made by the District shall be made available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating teacher employees, it being understood that such payments made by the District shall not be considered school district employer contributions.

(c) Any teacher covered by the Wisconsin Retirement System who has attained age sixty-two (62) and has at least ten (10) years of continuous service with the District, as determined pursuant to Section 13(a) of Article VIII, may elect early retirement subsequent to the completion of such teacher's then current teaching contract and prior to June 30, 1984, in accordance with Section 40.02(42)(f) Wisconsin Statutes, in which event the District shall pay the additional cost attending such teacher's receipt of unreduced early retirement benefits under the WRS as is provided in said Section 40.02(42)(f). If the present law is continued after June 30, 1984 the benefits provided in paragraph (c) of this section will be continued. Such teacher shall notify the District of the intention to elect early retirement on or before March 15 immediately preceding the scheduled date of such early retirement, which date shall not be earlier than the first date on which the teacher will satisfy the foregoing age and service requirements.

Section 10 - Fair Share Agreement

(a) As the exclusive bargaining representative of all teachers in the collective bargaining unit, the Federation will represent all such teachers, members and nonmembers, fairly and equally, and the teachers in the unit who have not authorized dues checkoff as provided in Section 11 immediately below will be, subject to the terms of this Section 10, required to pay the cost of the collective bargaining process and contract administration with respect to this Agreement, i.e., that amount certified as the proportionate share of the cost of the collective bargaining process and contract administration by the Federation. No teachers shall be required to join the Federation, but membership in the Federation shall be made available to all teachers who apply consistent with the Federation constitution and by-laws. No teacher shall be denied Federation membership because of race, creed, color, sex, age, handicap, national origin, or ancestry.

(b) The District agrees that it will deduct in eighteen (18) semimonthly installments from the earnings of all teachers in the collective bargaining unit, the amount per month certified by the Federation as the proportionate share of the collective bargaining process and contract administration. This certification shall be sent to the Assistant Director--Administrative Services. Said semimonthly installments shall begin in September and be deducted in equal semimonthly installments. The District also agrees that with respect to all new teachers included in the collective bargaining unit, it will make such deductions commencing with the month following the teacher's initial date of employment. The District shall pay the amounts deducted under this subsection (b) to the Treasurer of the Federation within fourteen (14) calendar days of the pay date on which such deduction was made.

(c) Changes in the amounts required to be deducted pursuant to subsection (b) above shall be accompanied by a certification from the Federation that the new amount is, in fact, the proportionate share of the cost of the collective bargaining process and contract administration. Such changes will be made effective with the first month following receipt of such revised certification.

(d) The District shall not be required to submit any amounts to the Federation under this Section 10 for teachers otherwise covered who are on layoff, leave of absence, or other status in which they receive no pay for the pay period normally used by the District to make such deductions. The District will provide the Federation with a list of teachers for whom such deductions are made with each semimonthly remittance to the Federation.

(e) The District shall not be liable to the Federation, any teacher, or other party, by reason of the requirements of this Section 10, for the remittance or payment of any sum other than that constituting actual deductions made from teacher wages earned. The Federation shall defend, indemnify and save the District harmless against any and all claims, demands, suits, orders, judgments, or other forms of liability that may arise out of or by reason of action taken or not taken by the District under this Section 10.

(f) In the event the Federation violates any of the provisions of Article VII of this Agreement, this Section 10 shall be immediately terminated.

(g) The Federation shall, within ninety (90) days after the execution date of this Agreement, provide teachers who are not members of the Federation with an internal mechanism within the Federation which allows those teachers to challenge the fair share amount certified by the Federation as the cost of representation and receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Federation pursuant to this Section 10. The Federation will furnish a copy of this internal rebate procedure to the District and teacher from whom fair share deductions are being made.

(h) This fair share agreement shall be terminated and deemed null and void at any time a majority of the eligible teachers in the bargaining unit fail to vote in favor of the continuation of the fair share agreement in a referendum election conducted by the Wisconsin Employment Relations Commission for this purpose. In the event a petition signed by at least thirty percent (30%) of the teachers in the bargaining unit is presented to the District requesting that such a referendum election be conducted, the District shall immediately file a petition for such election with the Wisconsin Employment Relations Commission.

Section 11 - Dues Checkoff

(a) The District, upon receipt of a proper authorization, shall deduct Federation dues in eighteen (18) semimonthly installments from the payroll checks of all teachers so authorizing the deduction in an amount certified by the Treasurer of the Federation. The District also agrees that with respect to all new teachers included in the collective bargaining unit, it will make such deductions commencing with the month following the teacher's initial date of employment. Such dues authorization shall be terminable by at least the end of the year of its life or earlier by the teacher giving at least thirty (30) days' written notice of such termination to the District and to the Federation. Checkoff shall become effective two (2) pay periods after filing with the District.

(b) Changes in dues amounts to be deducted shall be certified by the Federation at least thirty (30) days before the start of the pay period the increased deduction is to be effective. This certification shall be sent to the Assistant Director--Administrative Services.

(c) The Federation shall indemnify, defend, and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District in reliance upon employee payroll deduction authorizations submitted by the Federation to the District.

(d) Teachers choosing to pay Federation dues in one cash payment directly to the Federation shall not have dues deducted from earnings. The Federation shall furnish the Assistant Director--Administrative Services with a list of said teachers by September 1.

Article X

Employee Benefits

Section 1 - Paid Holidays

Paid holidays will be determined by the beginning and ending dates of the individual teacher contract. All District-approved holidays falling between these dates will be recognized. The District-approved holidays are:

New Year's Day
Good Friday P.M. (one-half day)
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 2 - Income Protection for Absence

(a) Each teacher is credited at the beginning of his or her individual contract period with two (2) income protection days for each month of such period for which he or she may receive full salary when absent for reasons of:

1. Personal illness, personal accident or quarantine, except

those illnesses or injuries covered by Worker's Compensation.

2. Death in the teacher's family, not to exceed three (3) income protection days for each such death. (The "family" is limited to father, mother, sister, brother, husband, wife, son, daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, and any person whether related by blood or not to whom the teacher stood in the mutually acknowledged relation of parent or child.)

3. Attendance at funerals of non-family persons not to exceed one (1) day, with advance approval of the immediate supervisor and only when adequate arrangements can be made to continue the educational program.

4. Temporary medical disability as a result of pregnancy wherein the employee's physician certifies that the employee is medically incapable of performing her normal job function. A written estimate of the period of recovery, if it is expected to require five (5) or more income protected absence days, will be provided by the employee's physician within one week following child delivery and/or other medical complication.

5. Other emergency days, catastrophe days, inclement weather days, not included in other paragraphs in this section, not to exceed four (4) income protection days per year and only with approval of the immediate supervisor.

6. Personal business, not to exceed two (2) income protection day per year, and only if at least three (3) days' advance notice of the scheduled date of absence is given to the teacher's immediate supervisor and if arrangements satisfactory to such supervisor have been made by the teacher to cover the teacher's assigned duties on such date.

7. If it is publicly announced prior to the start of the teacher's workday that inclement weather has caused a closing of facilities, the teacher shall take an income protection day. However, no more than two (2) income protection days will be used under this paragraph per fiscal year.

(b) The unused income protection days may be accumulated to a maximum of 190 days. Teachers shall report to their immediate supervisor any absence from work. Teachers shall be given a report of accumulated income protection days each year. In the event a teacher is disabled and receiving disability benefits, or is out on income protection days, no income protection days will be earned during that period. The individual's remaining days (if any) will remain on the record. When the individual becomes eligible for disability benefits, income protection days may no longer be used.

(c) This benefit is intended to provide income protection only during the period of employment.

(d) A teacher shall notify the immediate supervisor in the school in which the instructor teaches no later than thirty (30) minutes before reporting time if not reporting for duty that day.

(e) Absence under these provisions for reasons of illness or injury for five (5) consecutive days or more shall require a doctor's certificate identifying the illness or injury explaining why a leave is needed, and an estimate of how long the disability will continue.

(f) Chronic absence, which is defined as recurring absences without acceptable supporting documentation, shall be cause of forfeiture of pay.

(g) Absence from work caused by conviction of a felony shall be cause for dismissal.

(h) A teacher whose employment terminates and who may have used more income protection days than that earned on a two (2) income protection days per month or fraction-of-the-month basis during the period of actual employment, will have the salary for those excess days deducted from the teacher's last paycheck.

Section 3 - Child Rearing Leave

(a) A teacher who has completed at least one (1) regular teaching contract with the District shall, upon the teacher's request, be granted an unpaid leave of absence for the purpose of rearing a newly-born or newly-adopted child of such teacher. A teacher may be granted such a leave only once with respect to any individual child; and, in the event that both parents of such child are employed as teachers in the District, only one parent may request such a leave.

(b) A teacher returning from a child rearing leave of absence shall resume teaching duties at the start of a school year, and the period of such leave may not extend beyond the first contract day of the second school year that begins after the commencement date of such leave. In the case of a teacher whose child rearing leave of absence immediately follows a medical leave of absence for pregnancy, the commencement date of such medical leave shall be treated as the commencement date of the child rearing leave for purposes of determining its termination date. In the case of a teacher who is ceasing active employment to commence a child rearing leave of absence, such teacher may not commence such leave until the District employs and has available a qualified replacement teacher for the period of such leave. In either case, the teacher must submit to the Assistant Director--Administrative Services the request for the Child Rearing Leave of Absence at least sixty (60) days prior to the proposed commencement date of such leave; provided, however, that in the case of an emergency or extraordinary circumstance involving a newly-born child the teacher's request for such leave may be accepted if made at least thirty (30) days prior to such commencement date. A teacher on Child Rearing Leave of Absence must notify the District on or before the March 14 immediately preceding scheduled termination date as to whether or not such teacher intends return to active employment on such date.

(c) A child rearing leave of absence shall be without compensation or other benefits, and the teacher will not accumulate any continuous service credit under Section 13 of Article VIII or other benefits during and with respect to the period of such leave; provided, however, that the teacher may continue coverage under any group insurance program of the District while on such leave by paying the full monthly premium cost for such coverage. Upon returning from such leave, the teacher's placement on the salary schedule will be the same as such teacher's placement thereon at the commencement of such leave.

(d) During the period of a child rearing leave of absence, a teacher may not engage in any substantial employment or occupation for remuneration, profit, or other gain during the normal school year that is different from any outside employment or occupation of the teacher prior to commencing such leave, and in the event such teacher does become so engaged while on such leave, the teacher shall be deemed to have resigned from the District's employ and waived any and all rights to further employment by the District.

Article XI

Layoff During Term of Individual Contracts

Section 1 - Application of Procedure

Whenever a reduction in teachers for the forthcoming school year is deemed necessary by the Board for any reason, the procedures set forth in this Article shall govern and be followed notwithstanding any other provisions of this Agreement to the contrary. Any teacher selected for layoff under this procedure shall be given notice of such selection no later than June 15 of the current school year.

Section 2 - Board Action

The Board will first determine the number of teachers to be laid off and then, in consultation with the District Director and such other administrators as may be appropriate, will determine the individual teachers to be laid off in accordance with the following steps:

Step 1. Normal attrition resulting from teachers retiring or resigning will be relied upon to the extent it is administratively feasible.

Step 2. The remaining teachers certified in the instructional area affected by the layoff shall be laid off by the Board in the order of such teacher's length of continuous service as a teacher in the District, commencing with the teacher with the shortest service provided, however, that where the Board can show cause that the selection of a particular teacher for layoff solely on the length-of-service basis would not be in the best interest of the District, the Board may exempt such teacher from the application of this Step 2 and retain such teacher in the District's employ while proceeding to lay off other teachers with greater length of service.

Step 3. Teachers subject to layoff shall be given first priority consideration to instruct in any Associate Degree or Vocational Diploma course offered by the District at any two (2) locations. Such teachers must be qualified in said courses. Such courses shall be added to the teacher's workload.

Section 3 - Layoff Commencement

The layoff of each teacher shall commence on the last date covered by the teacher's contract for the current school year and such teacher shall be paid for services performed under that contract to the date of such layoff. The teacher shall not be precluded from securing other employment during such teacher's reemployment rights period.

Section 4 - Reemployment Rights

(a) If, within a teacher's reemployment rights period, the District has a vacant teaching position available for which the teacher is qualified, the teacher shall be notified on such position and offered employment in that position, commencing as of the date specified in such notice. Under this Section, teachers on layoff will be contacted in reverse order of their layoff with respect to a position for which they are so qualified. In the event two (2) or more teachers who are so qualified were laid off on the same date, the Board shall select the instructor with the longest continuous service as a teacher in the District as of that date.

(b) Within ten (10) days after a teacher receives a notice pursuant to subsection (a) above, the teacher must advise the District, in writing, that the teacher accepts the position offered by such notice and will be able to commence employment on the date specified therein. Any notice pursuant to said subsection (a) shall be mailed, certified-return receipt requested, to the last known address of the teacher in question as shown on the District's records, It shall be the responsibility of each teacher on layoff to keep the District advised of such teacher's current whereabouts.

(c) Any and all reemployment rights granted to a teacher on layoff pursuant to this Article shall terminate upon (i) the expiration of such teacher's reemployment rights period or (ii) such teacher's failure to accept within ten (10) days any position offered to the teacher as provided in subsections (a) and (b) above, whichever occurs the earlier. For purposes of this Article, the term "teacher's reemployment rights period" means the period of time that is equal to the shorter of (i) the three (3) years following the date on which the teacher is laid off pursuant to this Article or (ii) the number of years following such layoff date which is equivalent to the number of full consecutive school years that the teacher taught in the District between the date such teacher was last employed by the District and such layoff date.

Section 5 - Review of Layoff Action

Any layoff pursuant to this Article shall not be subject to the provisions of Section 3 of Article VI of this Agreement. If a teacher who has been laid off wishes to contest such action, such teacher may do so by appealing to the Federation which may, if it so desires, process a grievance beginning at Step 3 of the grievance procedure, i.e., subsection 4(c) of Article IV, by referring the matter, in writing, to the District Director within ten (10) days after receipt by the teacher of the Board's notification of lay off; provided, however, that in the event such grievance is submitted to arbitration, the Board's determination to lay off such teacher shall stand unless the arbitrator shall find that, in making such determination, the Board violated this Agreement in utilizing and/or applying the procedure provided in this Article.

Article XII

Duration

This Agreement supersedes all previous agreements between the parties and shall be binding upon the District and the Federation and all teachers for whom the Federation is the collective bargaining agent. This Agreement shall be effective as of July 1, 1985, and shall remain in full force and effect without change through June 30, 1987.

Article XIII

Savings Clause

Nothing contained in the Agreement shall be construed in any way to be interfering with the obligation of the parties hereto to comply with any and all state and federal laws, or any rules, regulations, and orders pertaining to matters covered herein, and such compliance shall not constitute a breach of the Agreement. If any provision, or provisions, of the Agreement shall be held invalid by a court of record, the provision or provisions ruled invalid will be automatically reopened for negotiations at once.

The remainder of the Agreement shall not be otherwise affected.

Waiver of Bargaining

The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the District and the Federation, for the life of the Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed the Agreement. (All terms and conditions of employment not covered by the Agreement shall continue to be subject to the District's direction and control.) Nothing in the Agreement, however, shall prevent modification of the Agreement at any time by written mutual consent of the parties.

IN WITNESS WHEREOF, the Federation and the District have caused the Agreement to be executed in their name by their duly authorized representatives at Fond du Lac, Wisconsin, on the day and year first written below.

Moraine Park Vocational, Technical and Adult Education	Moraine Park Federation of Teachers, Local 3338
By:	By:
By:	By: Marjorie Lau

Date Signed: December 17, 1985

MORAINE PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

Salary Schedule July 1, 1985, through June 30, 1986

BS or Index	Equiv.	BS+6	BS+12	BS+18	BS+24	BS+30	BS+36	MS	MS+6	MS+12	MS+18	MS+24	Ph.D.
1	18,309	18,740	19,171	19,602	20,033	20,464	20,895	20,895	21,326	21,757	22,188	22,619	23,050
2	18,966	19,397	19,828	20,259	20,690	21,121	21,552	21,552	21,983	22,414	22,845	23,276	23,707
3	19,623	20,054	20,485	20,916	21,347	21,778	22,209	22,209	22,640	23,071	23,502	23,933	24,364
4	20,280	20,711	21,142	21,573	22,004	22,435	22,866	22,866	23,297	23,728	24,159	24,590	25,021
5	20,937	21,368	21,799	22,230	22,661	23,092	23,523	23,523	23,954	24,385	24,816	25,247	25,678
6	21,594	22,025	22,456	22,887	23,318	23,749	24,180	24,180	24,611	25,042	25,473	25,904	26,335
7	22,251	22,682	23,113	23,544	23,975	24,406	24,837	24,837	25,268	25,699	26,130	26,561	26,992
8	22,908	23,339	23,770	24,201	24,632	25,063	25,494	25,494	25,925	26,356	26,787	27,218	27,649
9	23,565	23,996	24,427	24,858	25,289	25,720	26,151	26,151	26,582	27,013	27,444	27,845	28,306
10	24,222	24,653	25,084	25,515	25,946	26,377	26,808	26,808	27,239	27,670	28,101	28,532	28,963
11	24,879	25,310	25,741	26,172	26,603	27,034	27,465	27,465	27,896	28,327	28,758	29,189	29,620
12	25,536	25,967	26,398	26,829	27,260	27,691	28,122	28,122	28,553	28,984	29,415	29,846	30,277
13	26,193	26,624	27,055	27,486	27,917	28,348	28,779	28,779	29,210	29,641	30,072	30,503	30,934
14				28,143	28,574	29,005	29,436	29,436	29,867	30,298	30,729	31,160	31,591
15						29,662	30,093	30,093	30,524	30,955	31,386	31,817	32,248
16						30,319	30,750	30,750	31,181	31,612	32,043	32,474	32,905
17						30,976	31,407	31,407	31,838	32,269	32,700	33,131	33,562

ATTACHMENT A

MORAINE PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

Salary Schedule July 1, 1986, through June 30, 1987

Index	BS or Equiv.	BS+6	BS+12	BS+18	BS+24	BS+30	BS+36	MS	MS+6	MS+12	MS+18	MS+24	Ph.D.
1	19,270	19,724	20,178	20,632	21,086	21,540	21,994	21,994	22,448	22,902	23,356	23,810	24,264
2	19,961	20,415	20,869	21,323	21,777	22,231	22,685	22,685	23,139	23,593	24,047	24,501	24,955
3	20,652	21,106	21,560	22,014	22,468	22,922	23,376	23,376	23,830	24,284	24,738	25,192	25,646
4	21,343	21,797	22,251	22,705	23,159	23,613	24,067	24,067	24,521	24,975	25,429	25,883	26,337
5	22,034	22,488	22,942	23,396	23,850	24,304	24,758	24,758	25,212	25,666	26,120	26,574	27,028
6	22,725	23,179	23,633	24,087	24,541	24,995	25,449	25,449	25,903	26,357	26,811	27,265	27,719
7	23,416	23,870	24,324	24,778	25,232	25,686	26,140	26,140	26,594	27,048	27,502	27,956	28,410
8	24,107	24,561	25,015	25,469	25,923	26,377	26,831	26,831	27,285	27,739	28,193	28,647	29,101
9	24,798	25,252	25,706	26,160	26,614	27,068	27,522	27,522	27,976	28,430	28,884	29,338	29,792
10	25,489	25,943	26,397	26,851	27,305	27,759	28,213	28,213	28,667	29,121	29,575	30,029	30,483
11	26,180	26,634	27,088	27,542	27,996	28,450	28,904	28,904	29,358	29,812	30,266	30,720	31,174
12	26,871	27,325	27,779	28,233	28,687	29,141	29,595	29,595	30,049	30,503	30,957	31,411	31,865
13	27,562	28,016	28,470	28,924	29,378	29,832	30,286	30,286	30,740	31,194	31,648	32,102	32,556
14				29,615	30,069	30,523	30,977	30,977	31,431	31,885	32,339	32,793	33,247
15						31,214	31,668	31,668	32,122	32,576	33,030	33,484	33,938
16						31,905	32,359	32,359	32,813	33,267	33,721	34,175	34,629
17						32,596	33,050	33,050	33,504	33,958	34,412	34,866	35,320

ATTACHMENT B

1985-86 Calendar

ATTACHMENT C

	M	T	W	R	F	Student Contact Days	Contract Days
Aug.				⑮	⑯		2
	19	20	21	22	23	5	7
	26	27	28	29	30	10	12
Sept.	$\boxed{2}$	3	4	5	6	14	17
	9	10	11	12	13	19	22
	16	17	18	19	20	24	27
	23	24	25	26	27	29	32
	30					30	33
Oct.		1	2	3	4	34	37
	7	8	9	10	11	39	42
	14	15	16	17	⑱	43	47
	21	22	23	24	25	48	52
	28	29	30	31		52	56
Nov.					1	53	57
	4	5	6	7	8	58	62
	11	12	13	14	15	63	67
	18	19	20	21	22	68	72
	25	26	27	$\boxed{28}$	x	71	76
Dec.	2	3	4	5	6	76	81
	9	10	11	12	13	81	86
	16	17	18	19	20	86	91
	x	$\boxed{x/24}$	$\boxed{25}$	x	x		92½
	x	$\boxed{x/31}$					93
Jan.			$\boxed{1}$	②	③		96
	6	7	8	9	10	91	101
	13	14	15	16	17	96	106
	20	21	22	23	24	101	111
	27	28	29	30	31	106	116
Feb.	3	4	5	6	7	111	121
	10	11	12	13	14	116	126
	$\boxed{17}$	18	19	20	21	120	131
	24	25	26	27	28	125	136
Mar.	3	4	5	6	⑦	129	141
	10	11	12	13	14	134	146
	17	18	19	20	21	139	151
	24	25	26	27	$\boxed{x/28}$	143	155½
	31					144	156½
Apr.		1	2	3	4	148	160½
	7	8	9	10	11	153	165½
	14	15	16	17	18	158	170½
	21	22	23	24	25	163	175½
	28	29	30			166	178½
May				1	2	168	180½
	5	6	7	8	9	173	185½
	12	13	14	⑮	(16/x)	176	190

ATTACHMENT D

○ Inservice Days 7.5
☐ Paid Holidays 7.5
Student Contact 175.0
190.0

1986-87 Calendar

	M	T	W	R	F	Student Contact Days	Contract Days
August			㉗	㉘	㉙	0	3
September	$\boxed{1}$	2	3	4	5	4	8
	8	9	10	11	12	9	13
	15	16	17	18	19	14	18
	22	23	24	25	26	19	23
	29	30				21	25
October			1	2	3	24	28
	6	7	8	9	10	29	33
	13	14	15	16	17	34	38
	20	21	22	23	24	39	43
	27	28	29	30	31	44	48
November	③	4	5	6	7	48	53
	10	11	12	13	14	53	58
	17	18	19	20	21	58	63
	24	25	26	$\boxed{27}$	x	61	67
December	1	2	3	4	5	66	72
	8	9	10	11	12	71	77
	15	16	17	18	19	76	82
	22	23	$\boxed{24}$	$\boxed{25}$	x	78	86
	x	x	$\boxed{31}$			78	87
January				$\boxed{1}$	x	78	88
	5	6	7	8	9	83	93
	12	13	14	15	⑯	87	98
	19	20	21	22	23	92	103
	26	27	28	29	30	97	108
February	2	3	4	5	6	102	113
	9	10	11	12	13	107	118
	16	17	18	19	20	112	123
	23	24	25	26	27	117	128
March	2	3	4	5	6	122	133
	9	10	11	12	13	127	138
	16	17	18	19	⑳	131	143
	23	24	25	26	27	136	148
	30	31				138	150
April			1	2	3	141	153
	6	7	8	9	10	146	158
	13	14	x	x	$\boxed{17/x}$	148	160.5
	20	21	22	23	24	153	165.5
	27	28	29	30		157	169.5
May					1	158	170.5
	4	5	6	7	8	163	175.5
	11	12	13	14	15	168	180.5
	18	19	20	21	22	173	185.5
	$\boxed{25}$	26	27	㉘	㉙/x	175	190

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ATTACHMENT E
1987-88 Calendar

▢	Inservice Days	7.5
▱	Paid Holidays	7.5
	Student Contact	175.0
		190.0

1987	M	T	W	R	F	Contact Days	Contract
September			▢2	▢3	▢4	0	3
	▱7	8	9	10	11	4	8
	14	15	16	17	18	9	13
	21	22	23	24	25	14	18
	28	29	30			17	21
October				1	2	19	23
	5	6	7	8	9	24	28
	12	13	14	15	16	29	33
	19	20	21	22	23	34	38
	26	27	28	29	30	39	43
November	2	3	4	5	6	44	48
	▢9	10	11	12	13	48	53
	16	17	18	19	20	53	58
	23	24	25	▱26	x	56	62
	30					57	63
December		1	2	3	4	61	67
	7	8	9	10	11	66	72
	14	15	16	17	18	71	77
	21	22	23	▱24	▱25	74	82
	x	x	x	▱31		74	83
1988 January					▱1	74	84
	4	5	6	7	8	79	89
	11	12	13	14	15	84	94
	18	19	20	21	▢22	88	99
	25	26	27	28	29	93	104
February	1	2	3	4	5	98	109
	8	9	10	11	12	103	114
	15	16	17	18	19	108	119
	22	23	24	25	26	113	124
	29					114	125
March		1	2	3	4	118	129
	7	8	9	10	11	123	134
	14	15	16	17	18	128	139
	21	22	23	24	▢25	132	144
	28	29	30	x		135	147
April					▱1/x	135	147.5
	4	5	6	7	8	140	152.5
	11	12	13	14	15	145	157.5
	18	19	20	21	22	150	162.5
	25	26	27	28	29	155	167.5
May	2	3	4	5	6	160	172.5
	9	10	11	12	13	165	177.5
	16	17	18	19	20	170	182.5
	23	24	25	26	27	175	187.5
	▱30	▢31				175	189.5
June			▢1/x			175	190

ATTACHMENT F

FORM FOR ANSWERING ALLEGED GRIEVANCE

Date ____________________

Name of Person Answering Grievance ____

Name of Grievant ____

Name of Person Filing Grievance, if Other Than Grievant ______________________________

Copies sent to:

Answer to Grievant:

____

ATTACHMENT G

FORM FOR FILING GRIEVANCE

Date ____________________

Aggrieved Person ____

Base School ____

Person Submitting This Report, If Other Than the Aggrieved Person ____

Grievance Filed With ____

Date Facts Became Known ____

Article ______ Section ______ Paragraph ______ Allegedly Violated

What Previous Action Has Been Taken to Resolve the Problem? ______________

____

____

____

Grievant Explanation of Alleged Violation:

Relief Requested:

Copies of This Report Sent to the Following:

ATTACHMENT H

Individual Teacher Employment Contract

On the ______ day of ________________________, 19 __________, the MORAINE PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT hereinafter designated Board, by resolution, hereby contracts with ____________________________________ hereinafter designated Instructor, a professional educator legally certified by The State Board of Vocational, Technical and Adult Education, to perform services as a(an) ____ in the MORAINE PARK VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT under direction of the Board and/or its qualified representative.

The terms of said contract will commence on the ________ day of ____________________, 19 ________, which includes __________ working days, including __________ teaching days and __________ paid holidays. The termination date of said contract is ________________________________.

For such services rendered the said Board is to pay to said instructor the sum of $ ________________ in ______________ equal installments, less deductions required by state and federal law.

It is Further Agreed, that this contract is subject to all terms and conditions of the Collective Bargaining Agreement entered into by and between the Moraine Park Federation of Teachers, Local 3338 and said Board dated ______________________________. This contract is also subject to all policies, rules, or regulations of said Board not inconsistent or in conflict with said Collective Bargaining Agreement.

The school you report to for primary assignment is ______________________ base school.

The contract may be terminated before the end of the term by mutual agreement of both parties.

This contract is not valid unless returned on or before ______________________________.

SPECIAL PROVISIONS:

Dated this ________ day of ________________________, 19 ________.

BOARD OF MORAINE PARK VOCATIONAL,
TECHNICAL AND ADULT EDUCATION DISTRICT

I hereby accept the provisions as set forth in this contract.

____
Chairperson

____
Instructor's Signature

Birth Date of Instructor ______________________________
Month Day Year

Schedule Placement ______________________________

Rev. 2/85 - e An Equal Opportunity Employer/Educator Functioning Under An Affirmative Action Plan.

1986-87

PROFESSIONAL CONTRACT SUPPLEMENT

NORTH CENTRAL VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT BOARD

AND THE

NORTH CENTRAL FACULTY ASSOCIATION

PROFESSIONAL CONTRACT SUPPLEMENT

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FOREWORD

The North Central Vocational, Technical and Adult Education District salary schedule is based upon the professional employee's educational experience. It is designed to encourage future academic professional growth and to maintain occupational competency.

A vocational, technical and adult school occupies a unique place in the educational scene, which is quite different from the place occupied by high school or college.

Preparing people for employment and upgrading the capabilities of persons already employed for job change or job advancement are educational objectives easily assessed by student and public. For example, job placement in two years or less may be used to measure success.

The uniqueness of the school and its task requires faculty with special characteristics. When instructional success is so readily recognized over the years, only the competent remain. So, too, only the competent are attracted by such a challenge.

Some of the factors that demand this unique faculty in VTAE are listed below. These same factors also necessitate a unique form of salary schedule.

1. Occupational experience of varying types and quantity is required for employment in all areas of instruction. This is an additional requirement not customarily found in secondary and collegiate educational institutions.

   The Wisconsin Board of Vocational, Technical and Adult Education Certification Code justifiably demands that the instructor demonstrate his occupational competency via past occupational experience in the field he or she is instructing. It is believed that an instructor should be well informed about the work standards and practices required of graduates of VTAE schools. This is the student's guarantee of realistic instruction and successful job placement.

2. The combination of occupational experience plus the academic degree limits the supply of potential VTAE instructors available to the school. The present emphasis in community colleges of other states in rapidly developing occupational programs further limits the supply of this type of instructor. The school must be in a competitive position within the state VTAE system and within the nation to obtain and maintain a competent faculty from this high-demand segment of professional educators.

3. Persons with degrees who can demonstrate occupational competency through past experience in business and industry have two career possibilities open to them. They are acquainted with the responsibilities and salaries in the world of business and industry and the world of education. They are also familiar with the methods of gaining employment in both worlds. An educational salary schedule must be competitive with the business and industrial wage structure to secure and retain a competent staff.

   The starting salaries of graduating students from vocational and technical programs and contact with business and industrial advisory committees provide an up to date barometer of changing and increasing wage scales in the business and industrial world.

4. A changing, increasingly complex technological society forces the VTAE educator to return to his or her field of work at regularly planned intervals to maintain an upgraded level of occupational proficiency.

5. The same societal changes require constant curriculum review and revision on the part of the VTAE educator because the curriculums in a VTAE school lead to employment for graduates of such schools. Courses of study must be constantly updated to remain realistically linked to today's rapidly changing and increasingly technical employment market. VTAE schools are at the focal point of most rapid changes in the educational scene.

6. As a full partner in Wisconsin Higher Education, a greater understanding of the need for academic preparation is also apparent. The North Central Association, Commission of Higher Education, has long encouraged master's degree attainment in the instructor's field of instruction as indicative of a minimum level of academic achievement necessary for quality higher education. A VTAE school salary schedule should encourage both the employment and the development of a master's degree faculty if vocational and technical education is to be accepted as a suitable alternative to college education for 85% of the high school graduates who will not be employed in professional fields. Broad acceptance by society of the value and quality of vocational and technical education will not be gained without an academically competent staff.

7. Enrollment growth has caused the North Central Vocational, Technical and Adult Education District faculty to increase in size in recent years. Because a high growth rate is projected in the future, a salary schedule must be able to retain competent career instructors to provide a continuing of philosophy and stability. The salary schedule must be adequate to attract new faculty in the numbers needed in the immediate years ahead.

INTRODUCTION

Our common objective is to work together in harmony for educational excellence in vocational, technical and adult education. Therefore, this agreement is made and entered into as of the fourteenth day of January, 1987, by and between the North Central Vocational, Technical and Adult Education District Board, herein referred to as the "Board" and the North Central Faculty Association, herein referred to as the "Association".

ARTICLE I

AUTHORITY OF BOARD

The Board, on its own behalf and on behalf of the electors of the District, except to the extent expressly abridged, delegated or modified by a specific provision of this agreement, reserves and retains solely and exclusively all of the rights, power and authority it had prior to the execution of this agreement. The rights listed below in this article are illustrative of the powers retained by the Board and are not intended as an all inclusive list.

A. To administer, develop, manage and control the present and future properties and facilities of the District and the activities of its employees within the total program conducted by the Board.

B. To establish and enforce policies, procedures and reasonable rules for maintenance of discipline and from time to time to change or abolish such policies, procedures and rules.

C. To create, develop, combine, or eliminate any or all employee positions deemed necessary or advisable.

D. To employ all personnel and determine their qualifications, the conditions of their continued employment, promotion or demotion, or to transfer or reassign personnel for the educational welfare of the District.

E. To establish, operate, discontinue, supervise and maintain programs and courses of instruction, including special programs, and to provide for athletics, recreational and social needs of students.

F. To decide upon means and methods of instruction, selection of textbooks and other teaching materials or media, and use of all teaching aids utilized by District personnel.

G. To determine class schedules and classroom assignments, hours of work and instruction, location of employment and duties, responsibilities, and assignments of all employed District professional personnel, including non-teaching activities within the total District program.

H. To renew or refuse to renew individual instructors' contracts or letters of appointment; to lay off instructors; and to suspend, discharge or otherwise discipline instructors and other employees.

I. To administer, manage and control all fiscal matters within the District, including establishment of the authorized tax levy, disbursement of funds, collection of revenue and establishment of an annual budget as deemed necessary by the Board.

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. ARTICLE II

RECOGNITION AND SCOPE

A. Recognition

1. Pursuant to the resolution of the Board adopted June 12, 1973, the Board recognized the Association as the exclusive collective bargaining representative of all certified personnel employed by the North Central Vocational, Technical and Adult Education District Board excluding confidential, managerial and supervisory employees.

2. The following positions are specifically included in the bargaining unit.

   a. Counselors

   b. Regular part-time instructors (Appendix "A")

   c. Project instructors/counselors shall be those persons employed with a letter of appointment, instead of an instructor's contract, wherein any portion of their salary is paid under a special grant to the District by a federal, state, or private agency/organization.

      Because of the special nature of the funding support for their employment being outside the District's control, project instructors/counselors shall receive only those benefits as provided in the provisions of this agreement as stated in Appendix "B".

   d. Regular part-time project instructors (Appendix "C")

3. The following positions are specifically excluded from the bargaining unit.

   a. List of positions in Appendix "D".

   b. Substitute and non-regular part-time instructors including area agents.

   c. Paraprofessional support personnel including technicians, teaching assistants, secretarial, clerical and office personnel.

   d. Maintenance and operating personnel.

4. Fair Share Agreement

   a. Membership Not Required

      Membership in any employee organization is not compulsory. Employees have the right to join, not join, maintain or drop their membership in an employee organization as they see fit.

b. Effective Date and Employment Covered

1) The Board shall deduct an amount certified by the Association as that portion of the dues that represents the cost of the collective bargaining process, and contract administration. Deductions shall be made from nine paychecks (the last pay period of the month beginning with September) of all full-time bargaining unit members. Full-time bargaining unit members employed for less than thirty-eight weeks, and hired after October 15, will have an amount prorated for deduction based on the number of weeks employed. The Board shall pay the deducted monthly amount to the treasurer of the Association on or before the end of the month following the month in which such deductions were made.

2) All full-time bargaining unit members employed in the District, unless "grandfathered" by previous agreements, are covered and shall remain covered by this Fair Share Agreement during the entire period of their employment by the Board unless this Fair Share Agreement is terminated pursuant to Section 111.70 of the Wisconsin Statutes.

3) Employees on lay-off or leave of absence or other status in which they receive no pay are excluded.

4) If a "grandfathered" instructor or counselor elects to pay dues, then he or she thereafter shall be covered by this Fair Share Agreement.

c. Responsibilities of the Board and the Collective Bargaining Representatives

(1) If an error is discovered with respect to deductions under this provision, the Board shall correct said error by appropriate adjustments in the next paycheck of the employee and the next submission of funds to the collective bargaining representative. The District shall not be liable to the collective bargaining representative or any party by reason of the requirements of this article of the agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages earned.

(2) Indemnification and Hold Harmless Provision

The collective bargaining representative shall indemnify and save the Board harmless against any and all claims, demands, suits, orders, judgements, or other forms of liability that shall arise out of, or by reason of, actions taken or not taken by the Board under this section.

(a) Discontinuance of Dues Deduction

During the pendency of any action brought challenging the provisions of this Fair Share Agreement or the right of the Board and the collective bargaining representative to enter into such an agreement, the Board shall discontinue paying the deducted monthly amount from the employees involved in such action to the treasurer of the Association and place the monthly amounts in trust pending the outcome of the litigation.

d. Internal Challenge Procedure

The collective bargaining representative shall provide the employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the Fair Share amount certified by the Association as the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

5. The purpose of this article is to recognize the right of the Association to represent instructors in negotiations with the Board as provided in Section 111.70 of the Wisconsin Statutes.

The Board agrees not to negotiate with any faculty member individually or with any faculty organization other than the Association for the duration of this agreement.

B. Scope of Agreement

1. No terms and conditions of employment which are mandatory subjects of bargaining applicable on the effective date of this agreement shall be changed during the term of the agreement so as to unreasonably eliminate, reduce, or otherwise detract from any teacher benefit without the mutual consent of both the Association and the Board.

2. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter covered by this agreement.

ARTICLE III

CONDITIONS OF EMPLOYMENT

A. The Salary Schedule set forth in Appendix "E" is a part of this agreement.

B. Initial Placement on the Salary Schedule

1. The Director is authorized to evaluate the prospective faculty member's past educational, occupational and instructional experience and competency, and place the individual on the salary schedule at a step that, in his opinion, is fair and just.

2. No re-evaluation or change can be made, based on the past history of the faculty member's educational, occupational or instructional experience, after initial placement on the salary schedule unless the faculty member's duties are changed to another area of certification.

C. Certification Requirements

1. Faculty members must maintain their certification under the requirements determined by the North Central Vocational, Technical and Adult Education District, by the Wisconsin Board of Vocational, Technical and Adult Education, and the Wisconsin State Board of Nursing.

2. Each faculty member is responsible for being fully informed about the certification requirements of the State Board, and his/her present certification status. Each faculty member is also responsible for maintaining provisional certification and obtaining and maintaining standard five year certification in his/her area of instruction.

3. Copies of the State Certification Code and information regarding the instructor's current certification status are available in the Administrative Office. All certification correspondence with the State Board staff should be carried out on behalf of the faculty by the Assistant Director of Instruction and Student Services.

D. Period of Employment

1. Calendar

a. Bargaining unit members except when exempted by other provisions of this agreement will be employed in accordance with the calendar (Appendix "F").

b. Calendars for future contracts will be established by the Board after conferring with the Association in advance of negotiations. If the Association does not agree with the calendar so established, any proposed changes may be introduced as agenda items at the time the subsequent contract is negotiated.

c. Thirty-eight week employees employed for the regular school year calendar (Appendix "F") will receive the following holidays.

1986-87	1987-88
Labor Day	Labor Day
October 17	Thanksgiving Day
Thanksgiving Day	Thanksgiving Friday
Thanksgiving Friday	Christmas Eve Day
Christmas Day	Christmas Day
New Year's Day	New Year's Day
Good Friday	Good Friday

d. First semester employees will receive those holidays as shown as a part of the "First Semester" on the calendar shown in Appendix "F". Those persons employed for second semester will receive those holidays shown as a part of the "Second Semester" on the calendar shown in Appendix "F".

e. Bargaining unit members receiving contracts or letters of appointment for periods less than one semester will receive those holidays which are shown on the calendar (Appendix "F") providing they fall within the period of their employment.

f. Memorial Day and Independence Day will also be considered as holidays although not shown on the calendar (Appendix "F") when said holiday falls within an employee's period of employment.

g. In the event of circumstances beyond its control, the Board shall have the right to close the school or reduce hours for a period of time. When it appears the school will be in a position to reestablish normal hours or reopen, the Board shall so inform the Association and the Board and the Association shall then negotiate a revised calendar for the balance of the term of this agreement.

h. The parties understand that a reduction in school hours or closing of the school for a period of time shall not be cause for a reduction or increase in the instructor's salary as specified in the contract.

2. The salary schedule covers thirty-eight weeks including thirty-five hours in school each week.

a. Regular day school classes shall be scheduled from 7:30 a.m. to 10:20 p.m. Instructors under a thirty-eight week contract shall be scheduled eight consecutive hours including one hour for lunch, starting at 7:30 a.m., 8:30 a.m., or 9:30 a.m.

b. Instructors under a thirty-eight week contract may be scheduled for classes after 5:20 p.m. as a part of their thirty-five hour per week contract responsibility only with their consent. However, when the District determines there is a lack of work in day school in a specific area of instructional assignment, the least senior instructor in that specific area of instructional assignment shall be assigned and the instructor shall accept instruction beyond the day school three time shifts, if the District determines that such instructional assignment is necessary for full employment.

c. These assignments shall be considered as a part of his/her full-time teaching responsibility at no increase in compensation and no increase over a minimum thirty-five hours per week contract responsibility. It is understood that the eight consecutive hour day provision may be modified under such an arrangement to meet the educational needs of the students and the convenience of the instructor.

3. An instructor's weekly time schedule shall be developed by the instructor, approved by the departmental chairperson and submitted to the Assistant Director of Instruction and Student Services by the end of the second week of each semester.

4. If an instructor finds it necessary to be out of the school during his/her weekly scheduled time, he/she must obtain advance approval from his/her immediate supervisor or the Assistant Director of Instruction and Student Services.

E. Instructional Responsibilities

1. It is recognized that certain responsibilities and obligations are inherent in the job of a professional educator. This is necessary in order to insure quality educational programs.

   Typical but not an all-inclusive list of responsibilities expected of all instructors shall include:

   a. Meet assigned classes on a scheduled basis for the scheduled length of time.

   b. Maintain course outlines and courses of study for classes being taught.

   c. Attend and participate in regularly scheduled departmental, total faculty, in-service, and committee meetings.

   d. Maintain accurate records of students' attendance, and achievement and furnish such information when required.

   e. Maintain a minimum of five office hours per week on no fewer than three different days at such times as will accommodate the needs of students provided these office hours are not required over and above a thirty-five hour week.

   f. Evaluate and recommend appropriate textbooks, equipment and supplies.

g. Maintain a safe environment in the instructional area. Practice and enforce Board safety practices and OSHA guidelines.

h. Furnish written evaluations of individual students for placement purposes when requested by the student under the condition that the Board will provide the required legal protection should a lawsuit ensue from such written recommendations.

i. Assist in preparing budget requests and in purchasing appropriate instructional equipment and supplies when requested.

j. Enforce and perform minor preventative maintenance on instructional equipment when competent to do so.

2. Instructional responsibility shall be assigned in accordance with the "Instructor Responsibility Table of Percentages" as described in Appendix "G" for courses taught during the day in State Board approved full-time programs and the following provisions.

a. Course Size: An additional weekly instructional load will be added according to the following table:

Course Size	33-55	56-99	100 & over
Additional % per course	25% of the course load %	50% of the course load %	75% of the course load %

(1) Course size shall be calculated on the first day of the fourth week of each semester.

(2) Courses combined for a common Type I class time but separate Type II class times will be counted as one class when computing Type I class size.

(3) In ATL instruction when the ratio of students to teacher(s) in the lab averages over 32:1, overload pay provisions will go into effect on the basis of this ratio, proportionately to the periods involved.

b. Preparations: An additional weekly instructional load of five percent will be added for each course assigned over the maximum limit of three. Courses with less than three contact hours per week will be totaled together, with one preparation allowed for each three contact hours or prorated accordingly, repetitive sections not included.

(1) A preparation is a course with a unique course number and title.

(2) In ATL or Type OE instruction, ten hours or less per week will equal one preparation and any assignment of over ten hours per week will equal two preparations regardless of the number of unique course numbers and titles involved.

c. Course Assignments: A maximum of three of the following courses or combinations thereof may be assigned in any given semester to one instructor.

   (1) Technical Reporting

   (2) Business Communications

   (3) Business Correspondence

d. In the calculation of loads for instructors in the Associate Degree Nursing Program, eighteen weekly loads using the "Instructor Responsibility Table of Percentages," Appendix G, will be calculated, and then these loads will be averaged to determine the semester load.

3. The following definitions shall apply in determining instructional responsibility as contained in the "Instructor Responsibility Table of Percentages", Appendix "G".

   a. Type I: Group instruction that includes presentation of material by the instructor through lecture, including supplementation through the use of audiovisual aids and a limited amount of discussion and related classroom activity. Responsibilities include the instructor pre-class preparation and post-class evaluation activities as well as the in-class instructional activity.

   b. Type OE: Course in which students can enter at any time during the semester and can exit at any time provided the students have successfully completed the course requirements. (Open entry - Open exit).

   c. ADN Clinical: Clinical/laboratory instruction in the Associate Degree Nursing Program.

   d. Type II: Course in which student activity is supervised and aided by the instructor. Emphasis is upon student participation to learn or apply concepts and principles and/or to develop manipulative skills. Responsibilities include pre-class preparation, post-class evaluation activities and in-class instructional activity. Typical in-class activities include:

      (1) Discussion groups
      (2) Small student work groups
      (3) Student project method of instruction
      (4) Laboratory courses
      (5) Shop courses
      (6) Short point of information discourse or lab demonstration by the instructor
      (7) ATL instruction

   e. Special Assignment: Activities approved by Instructional Services Administrator to improve, promote and enhance the total education program. Designation of a specific instructor assignment will be made by the respective department chairperson after conferring with the instructor.

APT

4. Instructor responsibility totaling 92% to 108% shall constitute a full semester load. Instructors who volunteer to accept an overload will be paid on a direct pro rata basis for the percentage of teaching in excess of 108% according to the provisions applying to the "Instructor Responsibility Table of Percentages" as applied to the total load each semester.

   All overloads resulting from scheduling of instructional hours as determined by the "Instructor Responsibility Table of Percentages" as described in Appendix "G," but not including those overloads resulting from class size as described in Article III, E., 2, a. "Course Size," shall commence being paid on the first check of the overload period and shall continue to be paid in even amounts on the ensuing checks for the duration of the period of the overload. In circumstances where overloads are not confirmed in sufficient time to meet the datelines of a pay period, then the payment of the overload shall commence on the next paycheck.

   If a lack of volunteers among all instructors in the bargaining unit qualified to teach a course would result in that course not being offered in its regular sequence, any qualified instructor can be required to teach such course, subject to the above mentioned overload pay provisions.

   An explanation of the "Instructor Responsibility Table of Percentages" and these criteria can be obtained from the faculty member's respective department chairperson or the curriculum supervisor.

   A reasonable effort will be made to provide each instructor with his/her tentative schedule prior to one month from the end of the preceding semester. The association will receive copies of all bargaining unit members' schedules. The percent of load will be on each schedule, except those bargaining unit-positions excluded from the work-load formula in Article III., Section E., 5. These schedules must be given to the Association by November 1 for the first semester and by March 1 for the second semester.

5. Additional criteria established by the Wisconsin Board of Vocational, Technical and Adult Education and the North Central Association of Colleges and Secondary Schools, Commission on Higher Education, The Wisconsin State Board of Nursing, and other accrediting agencies deemed necessary for the successful operation of the programs must be complied with, and will take precedence over the previously described load formula.

   Because of their special nature, the following positions shall not be included in D.2. and E.1., 2., 3., and 4, aforementioned. Time schedules for these positions shall be established to coincide with the special nature of the programs.

   a. Health Occupations faculty (except Associate Degree Nursing)

   b. Agricultural instructors teaching in farm-related educational programs such as the Farm Training, Agri-Development and Production Agriculture programs

c. Biology instructor - Wausau

d. Counselors

e. Outreach Services instructors

Because of its special nature, the following position shall not be included in D.2.a.

- Mathematics and Blueprint Reading Apprenticeship instructor-Wausau

6. Curriculum Change: Faculty members may recommend curriculum change to their department chairperson either individually or at a department meeting and/or at an appropriate program advisory committee meeting and/or to the Curriculum Study and Evaluation Committee. All curriculum change will be discussed with a majority of faculty members affected by the change prior to revision of the curriculum summary book and the time that the change is implemented.

7. When in the learning environment, the instructor shall assign and direct/assist paraprofessionals in planning and carrying out his/her assigned duties consistent with the operational policies of that learning environment as determined by the District, and job description of the paraprofessional as determined by the District.

F. Seniority

1. Full-time seniority

a. Seniority is the length of service as an instructor or counselor in the District based on the date of hire. In the case of equal years of service, the tie shall be broken by applying the following criteria in the stated order:

(1) For those instructors or counselors employed prior to the 1980-81 school year, if two or more employees have the same date of hire, seniority shall be given to the employee who signed the contract first. For those instructors or counselors initially employed for the 1980-81 school year and thereafter, seniority shall be given to the employee whose signed initial contract was received at the office of the Personnel Manager first.

(2) If both of the above are equal, seniority shall be decided by a fair drawing.

b. Annually by December 1, the District shall furnish the Association with a list showing the names of all bargaining unit members and the seniority of each member.

2. Part-time seniority

a. Part-time seniority is the years of service as an instructor based on the following: instructors employed as regular part-time instructors for two consecutive semesters shall acquire part-time seniority with the beginning of the third consecutive semester, retroactive to the first semester. In the case of equal part-time seniority, the tie shall be broken by a fair drawing.

b. An instructor will lose his or her part-time seniority if the instructor is not employed during the day in a state-approved full-time program for four consecutive semesters.

c. Nothing in this provision shall provide a guarantee of any instructional assignment to part-time instructors.

d. Annually by December 1, the District shall furnish the Association with a part-time seniority list.

e. For the initial implementation of part-time seniority, retroactivity will start at the beginning of the 1983-84 school year.

G. Layoff

1. Notification

The initial instructional staff member selected for layoff shall be given a written notice of layoff on or before April 15, with such layoff to be effective upon the termination of his or her current contract.

2. Selection Procedure

Whenever the District decides to reduce instructional staff, the selection of staff to be laid off shall be according to the following procedure:

a. To the extent feasible, a reduction in staff shall be accomplished through normal attrition.

b. If the reduction in staff cannot be achieved through normal attrition, then part-time members in day instruction shall be laid off before full-time members, provided that their qualifications are less than or equal to full-time employees in the instructional assignment.

If the District decides to lay off a part-time instructor, then the part-time instructor laid off will be the least senior using the part-time seniority list, providing qualifications are equal in the instructional assignment.

c. If further reduction in staff is made, then the layoff of full-time members shall be on a seniority basis, provided that their qualifications are equal in the instructional assignment.

3. Definitions of Certified and Qualified for Displacement, Recall from Layoff, and Reemployment Rights for Evening Instruction

   a. A member is certified if he/she holds a Standard Life, Five-Year, or Provisional Certification appropriate for all the courses in the instructional assignment.

   b. A member is qualified if he/she meets the qualifications for the instructional assignment as determined by the District at the time of the displacement, recall from layoff, or reemployment to evening instruction.

4. Displacement for Courses in Two-Year State-Approved Associate Degree Programs (aid code 10) and One- or Two-Year State-Approved Vocational Diploma Programs (aid codes 31 and 32)

   a. For the purposes of displacement, certification must be on file with the District's Certification Office on the day preceding the date of notification of layoff.

   b. In the event of a layoff, the District will provide the Association with the anticipated instructional assignments for the areas in which the laid-off members are certified.

   c. A full-time instructional staff member who receives notification of layoff will be considered for displacement of any full-time member with less seniority in day or evening instruction, or part-time member in day instruction in an instructional assignment for which he or she is certified and qualified.

   d. A member who receives a notice of layoff has ten working days from the notification date of layoff or the date of distribution of the anticipated instructional assignments, whichever is later, to inform the District Director in writing whether he/she wishes to be considered for displacement of one or more members. A full-time member who is displaced by this procedure shall have ten working days to notify the District Director in writing whether he/she wishes to be considered for displacement of another member. A request for displacement consideration must identify the name(s) of the member(s) to be displaced. The District will make a reasonable effort to respond to a request for displacement within ten working days from the receipt date of such request.

   e. If displacement requests are received by the District and if the District replaces a member, then the displaced member may be issued a layoff notice after the notification date stated in Section 1.

   f. If the District determines that a member requesting a displacement does meet the qualifications for another member's instructional assignment as determined by the District, then this determination is not subject to any grievance procedure.

If the District determines that a member requesting a displacement does not meet the qualifications for another member's instructional assignment as determined by the District, then this determination may be subject to the expedited grievance procedure outlined in this section. If, as the result of a grievance, the arbitrator finds that a grievant does meet the qualifications for the instructional assignment as determined by the District and orders the displacement, the resulting reinstatement shall be implemented within ten school days, and any such member who is displaced may be laid off within five school days' notice. If such reinstatement requires the displacement of another member, the grievant may be assigned to the instructional assignment, or at the option of the District, the grievant may be assigned to another assignment for the balance of the current semester. The grievant shall, however, be entitled to be assigned to the instructional assignment in question at the commencement of the following semester. In such proceedings, the arbitrator has the right to award back pay, if the arbitrator determines that the District acted in bad faith in its determination that the grievant did not meet the qualifications for the instructional assignment.

In order to expedite such arbitration proceedings, the grievance procedure shall be waived, and the parties shall cooperate in scheduling an arbitration hearing within twenty-five calendar days of the date arbitration is requested. Briefs shall not be filed except at the request of the arbitrator. If such briefs are requested, they shall be filed within seven calendar days.

The parties shall also request the arbitrator to render a decision at the hearing, or as soon thereafter as possible, but not later than fourteen calendar days after the close of the record.

g. Displacement shall be on a total anticipated instructional assignment basis, as determined by the District.

h. If a member is certified and qualified in more than one instructional assignment, he/she must first request to be considered for the displacement of the least senior member among those instructional assignments.

i. A member who displaces another member shall be considered on probationary employee status for the duration of one contract year after assuming the new instructional assignment.

j. The maximum number of displacements from a layoff is three.

k. The maximum number of displacement requests that can be submitted by a laid-off member is three.

l. If multiple displacement requests are submitted by a laid-off member and one displacement request is approved by the District, then the District's decision is final, and the member cannot grieve any of the other requests he/she submitted.

m. Part-time instructors have no displacement rights.

5. Recall From Layoff

a. For the purposes of recall from layoff, certification must be on file with the District's Certification Office two weeks prior to the recall start date.

b. A full-time instructional staff member who is laid off shall be recalled to a full-time day or full-time evening vacancy, or a regular part-time (50% or more load) day vacancy, if he/she is certified and qualified in the instructional assignment where the vacancy exists.

c. Any and all reemployment rights granted a member on layoff shall terminate upon:

(1) The expiration of the reemployment rights period. The term "reemployment rights period" means two years following the effective date of layoff.

(2) Failure to accept, in writing, within ten working days any full-time position offered.

(3) Failure to update most recent address and telephone number with the Personnel Manager.

d. Laid-off members will not lose their reemployment rights if part-time day instruction is refused orally within two days and in writing within four working days of a position offer.

e. Members will not lose their reemployment rights if they secure other employment during the layoff.

f. If a member is recalled to full-time employment, reinstatement of seniority and sick leave will be made at the same amount that had been accrued at the effective date of the layoff.

g. (1) No interruption in employment

If an instructor is recalled to full-time employment at the beginning of the semester immediately after the effective date of the layoff for at least one semester, then the reemployment rights period will be extended to the two years following the termination date of the recalled full-time employment.

(2) Interruption in employment

If an instructor is recalled to full-time employment after the beginning of the semester immediately after the effective date of the layoff and the recalled full-time employment is for two consecutive semesters or more, then the reemployment rights period will be extended to the two years following the termination date of the recalled full-time employment.

h. Recall by letter of appointment

Any recall to employment by a letter of appointment for a laid-off instructor shall not take the place of the original notice of layoff, and the District shall not be obligated to comply with Article III, Section G.1. of this agreement and need not issue another lay-off notice; however, the District will follow the dates set forth in the recall letter of appointment.

6. Reemployment Rights for Evening Instruction

Laid-off instructional staff members will not lose their reemployment rights if part-time instruction beyond the day school three time shifts is refused in writing within forty-eight hours of a position offer, and will retain their full-time bargaining unit hourly pay rate of 1/1300th as applied to the current salary schedule.

a. A laid-off member shall have reemployment rights for evening school instruction or work if all of the following conditions are met:

(1) Prior to layoff, the member had a full-time thirty-eight week contract.

(2) The member is currently certified for the work assignment in question.

(3) The member waives the eight consecutive hour workday provisions in the master contract.

(4) In the case of instructional assignments, sufficient enrollments must materialize, enabling the District to offer the course(s). Sufficient enrollments are enrollments determined by the District to be cost effective.

b. Laid-off members meeting the aforementioned conditions in "a." shall be assigned evening instruction in courses that are required courses in one- or two-year state-approved Vocational Diploma programs (aid codes 31 and 32) or two-year state-approved Associate Degree programs (aid code 10), provided the member is qualified.

c. Laid-off members meeting the aforementioned conditions in "a." shall be assigned other evening school courses, provided the member is qualified.

H. Probation, Nonrenewal, and Discipline

1. Members of the faculty employed by the District shall be considered on probationary employment status for the duration of the first two contract years.

2. Faculty members who have completed their probationary period shall not be nonrenewed except for reasonable cause.

3. No instructors shall be dismissed or disciplined without reasonable cause.

I. Instructor's Personnel File

1. A personnel file will be maintained for each instructor in the Administrative Office.

2. The file will be the property of the District but will be open to the instructor upon his/her request of the Assistant Director of Instruction and Student Services, at a time reasonable to both, for review in the Administrative Office in the presence of the Assistant Director, of all documents except credentials provided by teacher placement offices and letters of recommendation provided in confidence.

3. Copies will be provided to an instructor, at his/her request and expense, of all materials in the file other than credentials provided by teacher placement offices or recommendations provided in confidence.

4. An instructor will be given a copy of any derogatory material at the time it is placed in the personnel file.

5. An instructor shall have the right to answer or qualify any material filed and said answer shall be attached to the material in the file.

6. Materials relative to an instructor's professional career, performance, qualifications, or service in general may be added to the file by the instructor or District.

7. The personnel file is open to the District's Board, Director, administrators, supervisors; State Board staff; accrediting agencies; and as may be required by state law, the courts or hearing agencies.

8. The Association shall have the right to all materials in the personnel file of any bargaining unit members, other than credentials provided by teacher placement offices or recommendations provided in confidence, upon submitting the member's consent to this in writing. The Association also has the right to a member's present certification status, upon submitting the member's consent to this in writing.

J. Procedures for Improvement of Instruction

The following improvement procedure has been agreed to, as one of many efforts designed to accomplish the goal of improving the teaching of the instructor.

This involves a model of the pre-visit, visit, and follow-up conference activities used in the majority of the cases of instructor observation for the improvement of instructions.

New Instructors: Prior to and during the first weeks of school, a supervisor and/or administrator shall orient all new instructors regarding instructional procedures and instruments.

All Instructors

1. An instructor will be given a copy of a checklist, when one is used, before the observation.

2. A planned observation will be made for a minimum of thirty consecutive minutes.

3. All instructors will be observed for the purpose of improvement at least two times during the school year. New instructors, as well as those experiencing "professional difficulties", may be visited more frequently. The term "professional difficulties" shall apply to deficiencies observed in classroom management, instructional skill and/or preparation.

4. Each instructor shall receive a copy of the completed observation report when one is used, prior to, or at the time of, a conference between instructor and observer.

5. A signed copy by the instructor and observer shall be submitted to the Assistant Director of Instruction and Student Services as soon as possible following the conference. An instructor's signature shall not be used to indicate acceptance or rejection of the report, only that it has been reviewed with him/her. This conference shall occur as soon as possible following the observation.

6. In the event that the instructor feels his observation report was incomplete or unjust, objections may be put in writing and placed in their personnel file.

7. It shall be the observer's responsibility to formulate an appropriate plan to guide instructors with recognized professional difficulties. The observer's recommendations could include some of the following activities, but not necessarily be limited to those on this list.

    a. Conferences between instructor and observer to plan further positive moves toward improvement of professional performance

    b. Visiting other instructors

    c. Taking a course in writing behavioral objectives

    d. Taking a course in the use of media

    e. Periodically videotaped lessons for review by the instructor and another instructor and/or the supervisor

8. It shall be the instructor's responsibility to accept and cooperate in carrying out the observer's recommendations to solve his/her professional difficulties and improve instruction.

9. Nothing in this instructional improvement procedure model shall be construed in such a fashion as to limit whom administration may select to observe the instructional process or when or where this may take place. It should serve only as one model of how this activity could take place.

K. Physical Examinations

Physical examinations may be required at the Board's expense.

ARTICLE IV

ADVANCEMENT ON THE SALARY SCHEDULE

A. Vertical Advancement Criteria

Each faculty member shall advance one increment to the extent allowed by the salary schedule as defined by steps one through fourteen inclusive on the 1985-86 salary schedule. Criteria for advancement shall be as follows:

1. Competent performance of all duties and responsibilities

2. Completion of six semester credits of approved college credits or two months of approved occupational experience or completion of 240 hours of approved occupational workshops which are attended on non-contractual time with no expenses incurred by the District, every five years

   (See Credit Evaluation Procedures, Section C.)

   Failure to meet criteria "1." and "2." shall provide sufficient cause to discipline the teacher by withholding the yearly increment and issuing a contract for the ensuing year on probationary employment status. Failure to meet criteria "1." and "2." while on probationary status shall be sufficient cause to terminate employment at the end of the contract year.

B. Horizontal Advancement Criteria

Each faculty member is encouraged to advance horizontally on the salary schedule.

1. Criteria for advancement in single column increments in Columns II, III, IV, and V shall be by methods "a." and/or "b." as follows:

   a. Completion of two months of approved occupational experience or completion of 240 hours of approved occupational workshops which are attended on non-contractual time with no expenses incurred by the District

   b. Completion of six semester credits (course grade of "B" or better) of approved graduate study, occupationally specific courses in an associate degree or vocational diploma program in the VTAE system, or comparable occupational specific undergraduate courses

2. Criteria for advancement to Column VI shall be the completion of a Master's Degree in an approved field of study. Individual courses do not require approval in this horizontal advancement step.

3. Criteria for advancement beyond Column VI shall be by methods "a." or "b." as follows:

    a. Completion of two months of approved occupational experience or completion of 240 hours of approved occupational workshops which are attended on non-contractual time with no expenses incurred by the District

    b. Completion of six semester credits (course grade of "B" or better) of approved graduate study, occupationally specific courses in an associate degree or vocational diploma program in the VTAE system, or comparable occupational specific undergraduate courses

    Each faculty member shall receive one column increment upon completion of criteria "a." or "b.". A maximum of five column increments may be advanced beyond Column VI.

C. Credit Evaluation Procedures

Compliance with the procedures outlined herein is mandatory in order to obtain credit for advancement either vertically or horizontally on the salary schedule.

1. Educational Experience

    The following procedure shall be followed to obtain advancement credit for additional graduate educational experience:

    a. A request for initial approval of anticipated graduate study shall be submitted in duplicate to the Assistant Director of Instruction and Student Services prior to May 15 for a fall contract change or prior to October 1 for a January 1 contract change. This request shall include a listing of all courses, course descriptions and credits to be evaluated.

    b. The Assistant Director shall return a signed copy of the request to the applicant prior to June 1 if a fall contract change is anticipated or prior to October 15 if a January 1 contract change is anticipated. This returned signed copy will indicate whether the request has been approved or rejected.

    c. If the applicant believes that his/her request for initial approval of graduate educational experience or occupational experience was unjustifiably disapproved, he is entitled to a hearing before the Administrative Cabinet with representation including two persons of his/her choice, if he/she so desires. After hearing presentations by the applicant and/or his/her representatives and the Assistant Director and/or the applicant's immediate supervisor, the Administrative Council will vote to resolve the matter. Neither the Assistant Director nor the applicant's immediate supervisor will cast votes on such appeals.

The written request for the hearing should be given to the District Director within five days following the returned copy of the request for initial approval. The District Director will schedule the hearing within five days upon receipt of the request for a hearing.

d. To receive an adjustment of the current year's contract in the fall for graduate study or completion of a Master's Degree, the applicant shall submit a grade report to the Assistant Director by September 1, followed by an official transcript of completed credits prior to October 1. An adjusted contract shall be issued prior to November 1, and salary adjustments made retroactive to the initial date of the contract.

e. To receive an adjustment of the current year's contract January 1 for graduate study or completion of a Master's Degree, the applicant shall submit a grade report to the Assistant Director by February 1, followed by an official transcript of completed credits prior to February 15. An adjusted contract shall be issued prior to March 1 and salary adjustments made retroactive to January 1.

f. Horizontal advancement to Column II through V of the salary schedule shall be given commensurate with all initially approved graduate study completed with an average grade of "B" or better.

g. Evidence of completion of the Master's Degree shall be presented in the form of an official transcript prior to advancement from Column V to Column VI.

h. A faculty member shall not advance horizontally and/or vertically on the salary schedule as a result of educational experience completed to meet certification requirements in the field for which he/she was initially employed.

2. Occupational Experience

The following procedure shall be followed to obtain advancement credit for additional occupational experience or an occupational workshop:

a. A request for initial approval of anticipated occupational experience or workshop shall be submitted in duplicate to the Assistant Director of Instruction and Student Services prior to the applicant actually beginning employment or attending the workshop. The request shall include a letter from the business or industry's management outlining the applicant's anticipated occupational experience or an agenda of the workshop. Special exceptions may be made by the Assistant Director.

b. The Assistant Director shall return a signed copy of the request to the applicant within fifteen days indicating approval or rejection.

In the event that a request is denied, the applicant may within ten days submit a second request for reconsideration. Upon receiving a second request for reconsideration, the Assistant Director will discuss the original request and decision with the department chairperson and some appropriate members of the faculty and advisory committees to gain a further input of understanding especially in relationship to the processes and techniques involved in the occupational experience or workshop contemplated. Where feasible a meeting of those people will be held for that purpose. This group will act to advise the Assistant Director only and will in no way assume the authority of the office of Assistant Director.

Following an input of information from the sources cited above, the Assistant Director will issue a final decision on the request giving not only the decision, but also the rationale of the people contacted that had an input into that decision.

c. In the case of occupational experience to receive an adjustment of the current year's contract, a letter of report from the employer outlining the occupational responsibilities and successful employment shall be submitted to the Assistant Director prior to September 1. In the case of an occupational workshop to receive an adjustment of the current year's contract, a transcript, certificate or letter from the sponsor of the workshop indicating attendance in hours of educational experience and successful completion shall be submitted to the Assistant Director prior to September 1.

In addition, in both the cases of occupational workshop or experience, prior to September 1, the faculty member shall submit an evaluative report outlining the values and possible application of the experiences completed. An adjusted contract shall be issued prior to November 1 and salary adjustment made retroactive to the initial date of the contract.

d. Horizontal advancement from Column II through V and beyond Column VI on the salary schedule shall be credited commensurate with the number of months of approved occupational experience completed or the number of hours of approved occupational workshop experience attended and successfully completed.

e. A faculty member shall advance horizontally and/or vertically on the salary schedule as a result of occupational experience obtained for the following reasons:

    (1) To keep abreast of industrial changes and developments in the field for which he/she was originally employed. The criteria for evaluation of this type of occupational experience shall be the rapidity of industrial change and development in the field under consideration, the ability of the instructor to benefit from additional experience, the need for improved instruction in the specific program, and the value to the students and institution.

(2) To obtain occupational experience necessary for the Standard Five Year Certification in the field of instruction different from and in addition to, that which he/she was originally employed. The criteria for evaluation of this type of experience shall be the need and value to the educational institution.

(3) The following criteria will be used when approving or disapproving occupational experience or workshop requests.

(a) Is the experience to be gained directly related to the applicant's job responsibility?

(b) Is there sufficient value to the District received to justify the cost to the Board?

(c) Can sufficient similar experience be gained in a different manner at a lower cost?

(d) Does this experience relate to one of the District's high priorities for the future?

f. Horizontal advancement based upon occupational experience or workshops is designed only for persons currently teaching occupational courses or persons that the District anticipates assigning occupational courses in the future. The occupational experience or workshop must be related directly to either that type of current or anticipated instructional assignment.

g. A faculty member shall not advance horizontally and/or vertically on the salary schedule as a result of occupational experience obtained to meet the Standard Five Year Certification requirements in the field for which he/she was originally employed.

h. A faculty member shall not advance horizontally on the salary schedule as a result of a repeat of the same occupational experience more than once every five years.

i. A faculty member shall not advance horizontally from Column V to VI on the salary schedule as a result of occupational experience.

ARTICLE V

SALARIES NOT INCLUDED ON THE SALARY SCHEDULE

A. Faculty Advisors of Student Clubs

During December and May, the status of all District clubs will be reviewed by a committee composed of the Student Life Services Coordinator, the Student Services Supervisor, the Assistant Director of Instruction and Student Services, and the President of the Association.

The committee will use the Club Classification Guidelines as listed below:

1. Class II advisors shall receive $175.00 per semester for providing services as outlined in the following:
    a. The club submits a constitution.
    b. The club submits defined objectives which include educational activities for the first and second semester of the school year.
    c. The club submits a membership roster.
    d. The club submits all club dues and other funds to the NCTI Business Office; all money must remain in the school to qualify for educational funds.
2. Advisors of Class I clubs shall receive $250.00 per semester for providing the following services to their clubs. Clubs will be classified as Class I clubs if they meet the criteria for Class II clubs and have outstanding educational programs as reflected by the quality and quantity of the type of activities listed below:
    a. Attend regularly scheduled club meetings.
    b. Supervise club fund raising activities during the school year; e.g., food sales, bake sales, car washes, drawings, etc.
    c. Participate actively in school sponsored activities throughout the school year; e.g., winter carnival, regularly scheduled school dances, and spring picnic.
    d. Participate in state or national leadership conferences.
    e. Carry out educational programs which contribute to the students' career development and job placement.
    f. Sponsor skills contests that encourage high school student participation.

g. Carry out community and school service projects on behalf of the District.

h. Establish an active alumni association.

Those clubs approved as official clubs will be added to the listing of school clubs for the next semester and advisors will be assigned to each club by the departmental chairperson. No instructor will be required to take a club advisor assignment, but shall be appointed by the appropriate departmental chairperson, with the approval of the Assistant Director.

At the beginning of each semester, each club on the official school listing as a Class I or Class II club, will file its roster, constitution, program of activities, and budget anticipated for the coming semester with the Student Life Services Coordinator to qualify as an approved student club for advisor pay purposes. Advisors are expected to assist student leadership to student clubs through attendance at club meetings and activities.

Advisors will be paid a stipend prior to the end of the ninth week of the semester in accordance with one of three pay scales, depending on the classification of the club. The classification of each club shall be made to the Review Committee in December and May, and the official list of school clubs shall be published prior to the end of each semester.

The three pay scales are:	Class I	$250.00 per semester
	Class II	$175.00 per semester
	Class III	No payments

If more than one advisor is assigned to a club, the stipend will be divided equally among those assigned.

B. Travel Time Compensation

Those instructors who are traveling and conducting classes away from the base school, outside their basic thirty-five hours per week employment, will be paid for their travel time based upon a rate of $7.00 per hour. Time allocated for travel from base school to branch campus is as follows:

Zone 1 — 1 hour round trip
(10-25 mile radius -- Merrill, Mosinee, Marathon)

Zone 2 — 1-1/2 hour round trip
(26-40 mile radius -- Antigo and Stratford)

Zone 3 — 2 hour round trip
(41-55 mile radius -- Medford)

Zone 4 — 3 hour round trip
(56-70 mile radius)

Zone 5 — 3-1/2 hour round trip
(71-85 mile radius -- Prentice and Phillips)

Instructors will also be paid the IRS standard mileage rate for conducting these classes away from the main campus, as well as room and board when it falls within the job assignment. Mileage will be computed on a school-to-school basis.

If a change in the IRS standard mileage rate occurs during the term of the contract, then the change in rate will occur on the effective date. However, if the new rate has an effective date that is retroactive, then the new rate will be effective on the date the rate is approved with no retroactivity. When a change occurs in the IRS standard mileage rate, the Business Office will notify instructors as soon as possible of the new rate.

C. Evening School Employment

Faculty members, under a normal thirty-eight week contract, who voluntarily accept employment to teach evening school, shall be compensated at the rate of 1/1300th of their current contracted salary per hour of instruction. In addition he/she shall receive one-half (1/2) hour compensation per class session for time to be spent in the instructor's office or classroom for preparation and/or consultation with student prior to each class session.

D. Summer School Employment

1. Full-Time Faculty. Faculty members under a normal thirty-eight week contract who voluntarily accept employment to conduct summer school classes with a full-time teaching load shall receive direct pro rata compensation based on their thirty-eight week contracted salary for the previous school year.

2. Part-Time Faculty. Faculty members under a normal thirty-eight week contract who voluntarily accept employment to conduct summer school classes with a part-time teaching load shall receive direct pro rata compensation based on their thirty-eight week contracted salary for the previous school year adjusted to agree with their load percentage.

3. Teaching loads for persons described in the previous Sections "1." and "2." shall be calculated by the same formula used to determine teaching loads during the previous normal school year. A teaching load of 92% or greater shall constitute a full-time load.

4. The previous Section 1. and 2. shall apply to the instruction of courses included in an approved full-time day diploma or associate degree program and instruction in the Farm Training, Production Agriculture and Agri-Development programs, as well as counselors. Other continuing education credit course instruction will be paid at the 1/1300th rate per instructional hour.

5. A check will be received on the 15th and the last day of the month. If these times fall on a weekend or holiday, then the check is issued on the last working day prior to the weekend or holiday. The first check will be issued on June 15 and the last check will be issued on the first payday following the end of the summer session.

E. Special Short-Term Teaching Project Assignment

Faculty members employed under a normal thirty-eight week contract who voluntarily accept employment beyond their normal teaching schedule in a special state or federally approved and funded project will receive the flat hourly rate of pay specified in the project contract. This includes, but is not limited to, federal projects under the Vocational Education Act, JTPA, ABE, and other such instructional projects.

F. Special Short-Term Non-Teaching Project Assignment

Faculty members employed under a normal thirty-eight week contract who voluntarily accept employment beyond their normal teaching schedule for non-teaching activities such as, but not limited to:

1. Instructional equipment maintenance will be paid at a rate of $9.50 per hour.

2. Faculty members employed under a normal thirty-eight week contract who voluntarily accept employment beyond their normal thirty-five hour week for non-teaching activity such as, but not limited to instructional materials or media preparation, curriculum development or revision, research or surveys will be paid in the following way:

   The faculty member and the district will agree in writing upon the nature and quality of the final product to be achieved with such a product and the number of hours that will be compensated for that product. The total compensation for such project will be determined by multiplying the agreed upon numbers of hours by $10.50 per hour; provided, however, that the payment of such compensation shall be conditioned upon the final product being acceptable to the District regardless of the number of hours actually spent by the faculty member to complete the assigned project.

G. Behind-the-Wheel Driver Education

Faculty members employed under a normal thirty-eight week contract who voluntarily accept employment beyond his/her thirty-five hour work week for the behind-the-wheel portion of driver education instruction will be paid for each hour of behind-the-wheel instruction at a rate of $8.50 per hour.

H. Additional Day Hours of Employment for Teaching

Instructors employed under a thirty-eight week contract who voluntarily accept employment beyond their normal thirty-five weekly time schedule to teach courses in full-time programs between the hours of 7:30 a.m. and 5:20 p.m. shall receive pay for the added teaching assignment based upon a direct proration of their thirty-eight week contract salary. The pay and the additional time will be determined by the additional percent teaching load accepted beyond the normal thirty-five hour weekly time schedule.

This does not take precedence over, nor does it in fact apply, in instances covered by formulas described elsewhere in Article V.

I. Presentations Beyond the Normal Workload

Instructors will be paid $15.00 plus mileage per off-campus presentation for high school recruitment and/or articulation purposes. Presentation requests will be approved by management and the total number of presentations will be limited to one hundred per school year.

J. Step 14 Bonus

A bargaining unit member located on Step 14 of the salary schedule will receive a one time lump sum of:

1. $500, if the member obtains six semester credits (course grade of "B" or better) of District approved graduate study, occupational specific courses in an associate degree or vocational diploma program in the VTAE system, or comparable occupational specific undergraduate courses.

   A member can receive the $500.00 payment once every three years.

2. $1,000, if the member obtains eight consecutive weeks of District approved occupational experience.

A member who enrolls in an approved course during his/her scheduled eight consecutive hours including one hour for lunch, will extend his/her workday by the number of class hours and travel time involved in taking the course.

Credits that an instructor applies toward certification or toward horizontal advancement cannot be used for Step 14 Bonus credits.

K. Longevity Pay

1. Any full-time employee who has completed one full school year of service in the previous year at Step 14 of the previous year's Salary Schedule in Lanes VI, VII, VIII, IX, and X (Masters Lane and Masters plus credits) and has completed the requested years of service shall receive a lump sum payment according to the following schedule.

11th year of service through 15th year of service	$400.
16th year of service or greater	$500.

2. This payment shall not compound from year to year. The payment shall be made in the second pay period of December.

L. Cost of Living Supplementary Adjustment Plan

A "Cost of Living Supplementary Adjustment Plan" will provide each full-time bargaining unit member with a maximum of $580.00 per school year.

Under this plan, via separate checks from the regular payroll checks, two payments will be made to each according to the following procedure:

1. A member employed for all 95 days of a semester will receive a full payment of $290 on or before the last day of the semester.
2. A member employed for less than 95 days of a semester will receive a direct prorated payment of $290 on the last day of the semester.

ARTICLE VI

LEAVE POLICIES

A. Absence Notification Procedures

When instructors, because of illness, weather conditions or other emergencies, find it necessary to be absent during their normal weekly thirty-five hour schedule, they should contact their immediate supervisor personally, if at all possible, prior to the beginning of their normal workday and if the absence occurs during their workday, prior to their absence.

If the immediate supervisor cannot be reached, the instructor is to give any messages or instructions regarding their assignments to the supervisor's secretary or with another professional in the office complex and a telephone number where they may be reached.

B. Sick Leave

1. Sick leave refers to those days which an employee may be absent with pay and continuing benefits because of a personal illness upon presentation of evidence of illness by a qualified physician if such evidence is deemed necessary by the Personnel Manager.
2. Each employee shall accumulate sick leave days at the rate of two per month of employment the first year and one day per month of employment each following year cumulative to one-hundred twenty days.
3. The anticipated accumulation of days each year will be credited to the employee at the beginning of each year of employment.
4. Those individuals who have accumulated the maximum sick leave at the beginning of the school year and are ineligible for additional days shall receive additional days credited to their record (up to ten per year) as days are used.
5. When an employee has used all of his/her accrued sick leave within a year, a physical examination may be required before he/she returns to work.
6. When an instructor knows that he/she must be absent from work, he/she will promptly contact his/her immediate supervisor. When the instructor is ready to return to work he/she will notify his/her immediate supervisor in ample time to inform the substitute.
7. When an instructor is excluded from school because of quarantine imposed as a result of contact brought about in the line of duty, such instructor will be entitled to full pay without loss of accumulated sick leave.

8. Instructors shall be eligible for sick leave benefits after the opening of the fall term.

9. Instructors will be notified about their sick leave status prior to October 1, of each year.

10. It shall be each instructor's responsibility to consult with their immediate supervisor or Personnel Manager after an absence if there are any questions regarding whether said absence was an approved sick leave.

C. Bereavement Leave

1. Any bargaining unit member is entitled to no more than three days absence with pay in any one year for each death of a close relative (husband, wife, brother, sister, child, grandparent, grandparent-in-law, father, mother, father-in-law, or mother-in-law).

2. Any bargaining unit member is entitled to no more than three days absence with pay in any one year for major illness of a close relative (husband, wife, brother, sister, child, grandparent, grandparent-in-law, father, mother, father-in-law, or mother-in-law).

3. If additional days are necessary for either death or major illness of a close relative (husband, wife, brother, sister, child, grandparent, grandparent-in-law, father, mother, father-in-law, or mother-in-law), advanced request made prior to days used may be approved by the District and with such approval the additional days will be charged against the individual's accumulated sick leave days.

D. Leave of Absence

1. A temporary leave of absence may be authorized by the Assistant Director of Instruction and Student Services for: recuperation from illness, exchange teacher, attendance at institutions of higher learning, or extensive traveling. Such leaves will be granted only with no cost to the North Central Vocational, Technical and Adult Education District and only if it would appear that such consideration would be beneficial to the District.

2. An instructor on a personal leave of absence who is not engaged during the period of leave in an approved occupational or educational experience will return to the school at the same position on the salary schedule where he would have been at the beginning of his/her leave of absence. Time spent in an approved educational or occupational experience will be credited to the teacher for vertical or horizontal advancement in determining salary status as previously defined.

3. The District has an obligation when employing a person or persons in replacement of the recipient of the leave of absence to issue a regular contract only up to the length of time of the leave of absence. The District has no responsibility for employing a leave of absence replacement(s) after the termination of the time of the leave of absence. This will take precedence over any other conflicting section

of the Master Contract. However, upon successful evaluation, the leave of absence replacement would be considered for day teaching assignments he/she may be considered qualified for within the District.

An instructor hired as a full-time leave of absence replacement is entitled to all bargaining unit rights during the term of the individual leave of absence contract, but all bargaining unit rights would cease at the end of that individual leave of absence contract. Such leave of absence contract issued for less than one semester in length or on a part-time basis, would be considered part-time employment and would be granted part-time letters of appointment. Teaching assignments of full-time one semester or one academic year would be considered bargaining unit employment with rights for only the length of the individual leave of absence contract. Leave of absence replacements will be issued contracts with leave of absence noted at the top of the contract.

E. Professional Leave

1. Professional leave, with regular full salary and benefit payment by the Board, may be granted to each professional employee each year for attendance at professional educational conferences, seminars, workshops, and institutes. This professional leave will be approved when the event is directly related to the professional's instructional assignment or job required responsibility and may include such events as university seminars and business and industry conferences.

2. The Board will not pay travel, lodging, food, registration or other expenses for such professional leave.

3. No more than one person from each department may be absent for such leave on any one given school working day without the approval of the Assistant Director of Instruction and Student Services.

4. Professional leave days are not counted when an instructor is required to attend a conference with expense payment by the District administration.

5. Professional leave days are not accumulative from one year to the next.

6. The professional leave policy shall be carried out in addition to any other administrative policies.

F. Sabbatical Leave

1. Statement of Policy

Sabbatical leave may be granted full-time professional members of the staff based upon the best interests of the District and the competency of the applicant.

2. Purposes

   a. To encourage professional growth through advanced study

   b. To enable instructors to obtain occupational experience beyond that required for standard five year or standard life certification

   c. To enable instructors to obtain occupational experience or graduate credits for certification in an additional field

3. Eligibility Requirement

   All full-time professional employees with standard life and standard five year certification in their field, who have completed no fewer than five consecutive years of service in the North Central Vocational, Technical and Adult Education District, are eligible for sabbatical leave.

4. Application Procedure

   Those seeking sabbatical leave must formally apply to the Chairperson of the Sabbatical Leave Committee--Assistant Director of Instruction and Student Services--no later than February 1, in the school year prior to the school year in which the leave is requested. Notification of acceptance or rejection of the applicant's request will be given within sixty days from the February 1 deadline.

   When a sabbatical leave involving occupational experience is desired, the Assistant Director should be informed prior to contact of possible employers. In this type of sabbatical leave the employer must communicate in writing with the Assistant Director describing the time of employment compensation, and job responsibilities agreed upon between the applicant and employer prior to the Sabbatical Leave Committee's meeting to consider the request. Failure to comply properly with the stated application procedures above will eliminate the request from any further consideration.

5. Selection Criteria

   A committee composed of three persons from the faculty selected by the North Central Faculty Association, the Director, Assistant Director of Instruction and Student Services and another representative from the administrative staff selected by the Director, shall review and recommend approval or disapproval of all applicants' sabbatical leave requests to the North Central Vocational, Technical and Adult Education District Board.

   The Assistant Director shall serve as Chairperson of the Sabbatical Leave Committee. Five of six of the members of the committee must vote favorably for a recommendation of approval by the committee.

The following criteria will be considered when the committee considers an applicant's request for sabbatical leave:

a. Limitation on the number of persons recommended for sabbatical leave at any one time. The number of persons on sabbatical leave at any one time shall not exceed one for every fifty or major fraction thereof, full-time members of the professional staff.

b. Reasonable distribution of applicants among the departments and administrative staff of the District.

c. Merit of reasons for desiring a sabbatical leave. Do such reasons indicate a benefit to the District?

   (1) Is the experience to be gained directly related to the applicant's job responsibility?

   (2) Is there sufficient value to the District received to justify the cost to the Board?

   (3) Can sufficient similar experience be gained in a different manner at a lower cost?

   (4) Does this experience relate to one of the District's high priorities for the future?

d. Method of Replacement: Ease or difficulty in providing a replacement.

e. Previous leaves, if any.

f. Time of Sabbatical Leave. The policy is designed to operate during the time of normal, actual contract employment of the individual. For example, if the applicant is normally employed on a thirty-eight week basis during the school year, the sabbatical leave policy is not applicable to the eleven summer weeks.

6. Length of Sabbatical Leave

Sabbatical leave shall not be for more than one year in length, but may be less if the circumstances so dictate and upon approval of the selection committee.

7. Compensation

Instructors on sabbatical leave shall be paid in accordance with established payroll procedures in effect at the time of the leave on the basis of seventy-five percent (75%) of the amount which would normally be received had the employee not been granted sabbatical leave. If the sabbatical leave is for less than one year, the amount of pay will be prorated accordingly.

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If the recipient receives outside financial support during the time on leave (e.g., in the form of salary if the leave involves employment or in the form of a scholarship type grant if it is for graduate study) which, when added to the sabbatical leave compensation, would total over one-hundred percent of the amount of salary normally received, the sabbatical leave compensation will be reduced accordingly. That is to say, the combination of sabbatical leave compensation and other outside sabbatical leave related financial sources connected with either employment or study shall not exceed one-hundred percent of what the employee would receive in compensation if no sabbatical leave were approved.

Instructors on a sabbatical leave will advance vertically on the salary schedule and retain membership in the retirement system, insurance plan, professional organizations and continue to accrue sick leave in the same manner that they would if they remained in normal employment circumstances.

Horizontal advancement on the salary schedule for graduate study shall be commensurate with those courses which are approved. Horizontal advancement on the salary schedule for occupational experience while on the sabbatical leave shall be commensurate with one step as described in Article IV, C.2.h.

8. Sabbatical Leave Recipient's Obligation

The recipient of a sabbatical leave, if returning to graduate school, shall not earn less than the average number of credits required of an average student at the institution in which he/she is enrolled and maintain a "B" average; if returning for occupational experience, shall be employed on a full-time basis with a diversity and level of job responsibility comparable or greater to that of a vocational or technical graduate in the field for which experience is sought and at a level of salary commensurate with that responsibility.

The recipient shall submit to the Assistant Director of Instruction and Student Services an initial written report within thirty days after the start of the educational or occupational activity; thereafter, a monthly report, and a final written report prior to his/her return to school. Each report should concisely summarize the recipient's progress, in a descriptive professional manner and document all compensation received from outside sources as previously described. The final report should detail specific credits earned or specific job functions and hours of experience gained in each of these functions. The final report should further be documented by either an official transcript of credits earned or a letter from the employer testifying to the type and amount of occupational experience.

The recipient of a sabbatical leave will obligate himself/herself to return to employment in the District for twice the amount of time of the leave or return the full amount of the compensation received from the District. The recipient will sign an interest-free note indicating this and specifying the amount of the compensation to be received. The note will be canceled upon completion of the end of the period of service required according to this policy or at the death of the maker, or upon his/her becoming permanently incapacitated so that he/she is unable to assume the position which was held prior to the sabbatical leave.

It shall be the responsibility of the recipient to notify the Assistant Director by February 1, if return to duties may be expected at the beginning of the first semester in August or by July 1, if a return to duties may be expected at the beginning of the second semester in January.

The District Board shall budget sufficient funds each year to fund the sabbatical leave program.

9. Additional employment

The individual on sabbatical leave may accept non-sabbatical leave employment while on leave if all the provisions of this policy are met.

10. Penalties

If the Assistant Director of Instruction and Student Services is convinced that an instructor on sabbatical leave is not fulfilling the purpose for which the sabbatical leave was granted, he/she shall report the same to the selection committee. The committee shall review the case and make recommendations to the Board after giving the instructor an opportunity to be heard. The Board may terminate the sabbatical leave as of the date of abuse.

11. Sabbatical Leave Replacement

The District has an obligation when employing a person or persons in replacement of the recipient of the sabbatical leave to issue a regular contract only up to the length of time of the sabbatical leave. The District has no responsibility for employing a sabbatical leave replacement(s) after the termination of the time of the sabbatical leave. This will take precedence over any other conflicting section of the Master Contract. However, upon successful evaluation, the sabbatical leave replacement would be considered for day teaching assignments he/she may be considered qualified for within the District.

An instructor hired as a full-time sabbatical leave replacement is entitled to all bargaining unit rights during the term of the individual sabbatical leave contract but all bargaining unit rights would cease at the end of that individual sabbatical leave contract. Such sabbatical leave contracts issued for less than one semester in length or on a part-time basis would be considered part-time employment and would be granted part-time letters of appointment. Teaching assignments of full-time one semester or one academic year would be considered bargaining unit employment with rights for only the length of the individual sabbatical leave contract. Sabbatical leave replacements will be issued contracts with sabbatical leave replacement noted at the top of the contract.

G. Disability Leave

1. In the event an instructor is aware in advance that sick leave benefits of an extended nature will be needed or due, it shall be the duty of the instructor to notify the Assistant Director of Instruction and Student Services as far in advance as possible, in writing, of the anticipated time and duration of such sick leave and reason for requesting such sick leave. Medical certification must be submitted on or about the beginning of such leave to the effect that the instructor will be unable to perform normal work functions. In the event an instructor is requesting such extended sick leave for maternity purposes the instructor shall notify the Assistant Director of the anticipated date of birth no later than the third month of pregnancy or as soon as possible.

2. Instructors may utilize accrued sick leave days during the period of time they are incapable of performing their job. Instructors shall return to work at such time as their doctor certifies they are capable of returning to work.

3. The Assistant Director may require a certificate from a physician of the District's choosing that an instructor on sick leave is medically unable to perform normal teaching duties. The cost of said examination will be paid by the District.

4. An instructor returning from sick leave may have their return to normal teaching duties delayed until a time felt appropriate by the District. The District may assign the returning instructor to perform duties other than those normally assigned or to have the returning instructor perform curriculum development work until such time as the District feels that the instructor transition is advisable.

5. In the event an instructor exhausts accumulated sick leave and is not medically able to resume normal duties, the instructor will be placed on an unpaid leave of absence until the end of the term of the individual teaching contract or such time as the instructor is capable of returning to work, whichever is first. Thereafter, if the instructor requests in writing that the District renew such unpaid leave and it is established to a reasonable medical certainty that the instructor will be able to return to normal teaching duties within a reasonable period of time, the unpaid leave shall be extended an additional year or until the instructor is capable of returning to work, whichever occurs first. During unpaid leave of absence no fringe benefits of any kind shall be paid to or accrued by any employee on unpaid leave. However, all insurances will continue in force if the instructor pays such premiums as are required.

6. So long as state and/or federal law requires that pregnancy and complications related thereto be treated the same as all other disabilities, instructors on maternity leave shall be allowed to use accumulated sick leave as provided above.

H. Emergency Leave

1. Two days leave with pay per school year may be designated as emergency leave if approved by the immediate supervisor. The second approved day taken per year will be charged against the employee's accumulated sick leave days. Emergency is defined as an unforeseen and uncontrollable combination of circumstances, or circumstances of a human compelling personal nature which calls for immediate action during job hours. The need for such leave shall be communicated immediately upon knowledge of such need, in advance if possible, to the immediate supervisor or the Personnel Manager. If advance notice is not possible, the emergency shall be reported immediately upon the employee's return.

I. Jury Duty

1. An instructor receiving a summons for jury duty shall immediately inform their immediate supervisor of such a fact and time, date and court where the employee is to report.

2. The instructor selected for jury duty will receive full salary during the period of such jury duty, subject to their prompt remittance to the Board of an amount equal to the compensation paid them for such jury duty.

   a. Such items as subsistence, travel or other expense allowance paid shall not be included in determining compensation received from the government.

3. When released from jury duty during working hours, the instructor will immediately return back to work if practical.

J. Management Assigned Occupational Updating Leave

The District may assign an occupational updating activity to a bargaining unit member. The District will be responsible for determining the nature of the activity and contracting the activity with a business, industry, or agency.

The bargaining unit member will:

1. Be paid on the basis of the member's 38-week contracted salary prorated to the length of the assigned leave.

2. Advance vertically on the salary scale and retain membership in the retirement system, insurance plan, professional organizations and continue to accrue sick leave in the same manner that they would if they remained in normal employment circumstances.

3. Receive horizontal advancement on the salary schedule according with the provisions as described in Article IV.

4. May receive transportation and living expenses as determined by the District.

ARTICLE VII

PAY PERIODS AND PAYROLL DEDUCTIONS

A. Pay Periods

Each full-time instructor has a choice of two pay plans.

1. Nine Month Plan. A check will be received on the 15th and the last day of the month. If these times fall on a weekend or holiday, then the check is issued on the last working day prior to the weekend or holiday. The first check will be issued on August 31, and the last check will be issued on the last working day of the school year.

2. Twelve Month Plan. A check will be issued on the 15th and the last day of the month with allowance being made when these fall on a weekend or holiday as previously explained. The first check will be issued on August 31 and the last check on August 15.

B. Payroll Deductions

1. Teacher's Retirement

   a. All full-time instructors are covered under the Wisconsin State Teacher's Retirement System.

   b. The Board shall pay into the Wisconsin State Teacher's Retirement Fund, five percent of the individual instructor's salary. This sum shall represent a share of the employee's contribution. Effective with the April 30, 1986, paycheck, the District agrees to pay the retirement contribution equal to six percent of the employee's earnings to the Wisconsin Retirement System in addition to the District's share of the contribution.

   c. Other additional necessary deductions are made on each paycheck, both middle-of-the-month and end-of-the-month.

2. Tax-sheltered annuity

   The Board will approve tax-sheltered annuity (TSA) programs of companies writing such programs providing they meet all applicable Internal Revenue regulations. The companies writing such programs must have five or more individual account contracts with District personnel to be approved.

   All companies currently writing TSA, as of the ratification date of this Professional Contract Supplement, with District personnel may continue on a grandfather clause. Should the company have no participants due to losing existing contracts, it will be necessary for the company to come under the five or more participant rule to continue writing TSA programs in the District.

3. MCE Credit Union

The North Central Vocational, Technical and Adult Education District Board authorizes the procedure of payroll deductions for the payment of funds to the Marathon County Educators Credit Union from monies due the employees of the Board at the request of the employee. The conditions for such deductions to be as follows:

a. The employee shall be a full-time employee of the North Central Vocational, Technical and Adult Education District Board.

b. The employee shall be a member of the MCE Credit Union.

c. No deductions shall be made without the joint request and consent of the MCE Credit Union and the employee.

d. Changes in the amount deducted can be made at any time.

e. Deductions will be made in accordance with the employee's request and consent until otherwise notified in writing by the employee.

f. Deductions will be made on a semi-monthly basis in equal amounts totaling the amount authorized.

g. The North Central Vocational, Technical and Adult Education District Board shall not be responsible for any accounting errors on the part of the MCE Credit Union.

h. Monies deducted will be sent to the MCE Credit Union semi-monthly along with the itemized listing of the deductions.

4. Direct Transfer

An instructor can request direct transfer of his/her paycheck to an approved bank or credit union.

C. Insurance Benefits

1. Health Insurance

Group health insurance is available to all members of the professional staff through one of two plans. The two plans are as follows:

a. North Central Health Protection Plan - Wausau Insurance Companies

b. Group Health Care Plan - Wausau Insurance Companies

The cost of such insurance is paid jointly by the Board and said member according to the following schedule.

Single Plan. Board pays 100% of premium cost of existing coverage.

Family Plan. Board pays 85% of premium cost of existing coverage and said individual member of the bargaining unit pays 15% of premium cost.

The Board reserves the right to change carriers of said health insurance coverage with concurrence of the Association should the change in carriers be deemed in the best interests of the school. Any change in carriers would occur on the anniversary date of policy and would be for the equivalent benefits of the present coverage.

In the event that an employee (policy holder) dies, said policy holder's family health coverage will continue for one additional month with the District paying its portion of the health premium cost. Within this time, said policy holder's immediate family or representative shall have the option to continue health insurance in accordance with the Wisconsin Statutes by paying 100% of the health insurance premium.

The District and the Association specifically agree that the Association will implement the mandatory Second Opinion Program, the Outpatient Surgery Program, and the Hospital Bill Self-Audit Program offered by the North Central Health Protection Plan for all employees covered by the terms of the Labor Agreement between the North Central Technical Institute and North Central Faculty Association.

2. Dental Insurance

Group dental insurance will be available to all members of the professional staff through an insurance carrier to be selected by the Board.

The following benefits will be provided:

a. Payment of 80% of usual, customary, and reasonable charges for initial examinations, initial full series of x-rays, prophylaxis, semi-annual re-examinations, extractions, fillings, inlays, oral surgery, periodontics, root canal therapy, denture repair, porcelain jackets, cast crowns, fixed and removable bridgework.

b. Payment of 50% of usual, customary, and reasonable charges for complete upper or lower dentures.

c. Payment of 50% of usual, customary, and reasonable charges for orthodontia.

d. No deductible. $1,000.00 maximum per year per person.

The cost of such insurance will be paid jointly by the Board and said members according to the following schedule.

Single Plan. Board will pay 100% of premium cost of existing coverage.

Family Plan. Board will pay 85% of existing coverage and said member of the bargaining unit will pay 15% of premium cost.

3. Life Insurance

Members of the bargaining unit under age 70 are covered under a group life insurance plan paid for by the District. This plan provides coverage equal to twice the following: The gross amount of total District earnings (W-2) for the previous calendar year, which if not whole thousands, is increased to the next thousand. However, the coverage will not be less than $40,000.

The amount of coverage is adjusted in the first portion of each calendar year.

In providing this coverage, the District may elect to keep or select another plan which may or may not provide residual benefits of coverage after age 65.

4. Liability Insurance

a. General Liability Insurance. The general liability portion of the school's insurance policy covers all members of the professional staff employed by the Board. This includes coverage from claim ensued due to the following while acting within the scope of duties as employee and/or at the direction of the Institute:

(1) Corporal punishment
(2) False arrest, detention or imprisonment, or
(3) Malicious prosecution
(4) Libel, slander, defamation or violation of
(5) Right of privacy
(6) Wrongful entry or eviction or other
(7) Invasion of right of private occupancy

b. Automobile Liability Insurance. The general liability section of the school's policy covers all members of the professional staff when driving school-owned, leased or rented automobiles as well as their own personal automobiles when used within the scope of their duties or at the direction of their supervisors as designated by the Board. Coverage is for bodily injury and property damage with a one million dollar limit. This is insurance in excess of the individual's own insurance.

5. Disability Insurance

A group long-term disability plan will be available to each member of the bargaining unit employed by the North Central VTAE District. The Board will pay 100% of the cost of such plan. Employees shall not be eligible for disability insurance payments under this provision and continue to receive payments for sick leave under Article VI, Paragraph B, of this agreement.

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6. Worker's Compensation

The school carries a policy that provides Worker's Compensation insurance for all members of the professional staff.

This insurance entitles a member to benefits when he/she is injured while actually working in the employ of the school or at the time of injury in performing services growing out of and incidental to his/her employment. Members may use their accumulated sick leave for injuries covered by Worker's Compensation provided he/she pays to the school any compensation benefits received from the Worker's Compensation insurer. Members of the professional staff should report an injury as soon as possible to the school nurse or to the switchboard operator at the Information Window. In addition, an accident report, available in the Personnel Department, must be completed within twenty-four hours of the time of the injury.

D. Reimbursable Travel Expense

All expenses incurred by members of the professional staff for travel in performing work for the school and subsequently approved by their immediate supervisor and received in the Business Office by 12:00 p.m., Tuesday of each week, will be paid the following day if administratively possible.

ARTICLE VIII

PROFESSIONAL POLICIES

A. Internal Substitute Arrangements

If, in the event of an instructor's absence, the District chooses not to cancel classes, but to make internal substitute assignments, bargaining unit members will be compensated as follows:

1. If a short-term (3 days or less) substitute assignment is made, payment for substitute duty shall be from day one and calculated at the rate of 1/1300th of their current contracted salary per class hour of substitution duty.
2. If a long-term (4 days or more) substitute assignment is made, payment shall be from day one and calculated as follows: The District will consider the instructor's load as established and therefore the full percentage value of the substitution will be added to the load for purposes of salary computation.
3. Nothing expressed in this article shall prohibit the voluntary acceptance of substitute assignments without pay in special circumstances to allow an instructor to attend a conference or meet a community obligation.

B. Policy Improvement Procedures

The school has a history of placing value on the evaluations and recommendations of each person on the faculty. Constructive criticism and recommendations for the improvement of the institution from each instructor are encouraged and, in fact, essential in NCTI's pursuit of excellence in vocational and technical education.

These recommendations should be advanced in writing, to the immediate supervisor, Assistant Director of Instruction and Student Services, or Director.

Frequent discussions between the Association and administration regarding matters of mutual concern are encouraged to provide solutions to administrative, Association or individual problems.

The president and chairperson of the Negotiations Committee (or whomever the chairperson may designate that this person shall be a member of the Negotiations Committee) shall be responsible for assuming this type of communication on behalf of the members and/or Association with the Director.

C. Professional Organization Affiliations

The North Central Faculty Association and the North Central Vocational, Technical and Adult Education District Board encourages active participation in the American Vocational Association (AVA), and the Wisconsin Vocational Association (WVA), and other professional associations of interest and value to the professional vocational, technical and adult educator.

To each professional member of WVA who participates in the annual WVA State Conference the Board will provide two days at full pay and $40.00 to partially defray eating, lodging, and transportation costs. In addition, the Board will pay for the cost of registration. Members who are voting delegates are given an additional one-half day to participate in the WVA voting assembly business meeting held prior to the start of the conference.

Those who choose not to attend educational conferences when school is closed for that purpose will submit a special assignment plan to the Assistant Director of Instruction and Student Services and report for work during their regular hours of employment. Instructors who are officers or members of professional organizations who are requested by the organization to attend committee meetings or special conferences during school hours must have the approval of the Assistant Director for such absence. With approval, absence from school for such a purpose will not involve a deduction in pay.

D. Distribution of Contract Supplement

This contract supplement in its entirety will be distributed to each member of the bargaining unit with each new contract.

The Director or Personnel Manager shall notify the North Central Faculty Association of all new bargaining unit instructors within ten days after they have signed their contracts.

E. Nondiscrimination Practices

It shall be the practice of both the Board and the Association not to discriminate against any employee or student on the basis of age, race, color, creed, marital status, ancestry, national origin, sex, handicap, religion, sexual orientation, arrest or conviction record, Vietnam era or disabled veterans, or political affiliation or belief. Disputes involving this provision shall not be subject to the arbitration procedures contained herein. Rather, they shall be resolved in the appropriate state and/or federal forum.

F. Job Posting

1. A vacancy in a permanent full-time bargaining unit position occurs when the District elects to fill a position or creates a new position.

2. A vacancy shall be posted and a copy given to the president of the Association.

3. The posting notice shall be the "Position Opening" sheet.

4. Each applicant who is presently a member of the bargaining unit and who meets the qualifications as stated on the "Position Opening" sheet shall be given an opportunity for a personal interview.

ARTICLE IX

RETIREMENT

A. Early Retirement Benefits

1. Ages 60 and 61

The Board agrees to provide a single or family plan of the Group Health Care Plan--Wausau Insurance Companies--for bargaining unit members who retire at the age of 60 or 61, provided that the member is currently employed on a full-time basis with the District at the time of his/her retirement and has at least fifteen years of services with the District. The cost of this insurance will be funded as follows;

a. For a family plan, the member will pay 15% of the premium cost, and the District will pay 85% of the premium cost. However, this District's payment will be deducted from the member's Terminal Pay for Retirement lump sum payment (Article IX, B.).

b. For a single plan, the District will pay 100% of the premium cost. However, this District's payment will be deducted from the member's Terminal Pay for Retirement lump sum payment (Article IX, B.).

c. The District will keep records of its monthly payment of the premium cost as stated in a. and b. of this provision. At the time the retired member is to receive his/her Terminal Pay for Retirement lump sum payment, the District will deduct from this payment the total premium cost the District paid for the health insurance.

d. If, at any time during this 60 and 61 age period, the total of the District's monthly payments of the premium cost is more than the retiree's Terminal Pay for Retirement lump sum payment, then, effective the month following insufficient funds in the retiree's terminal pay account, the retiree will pay the total premium of the Group Health Care Plan.

2. Ages 62, 63, and 64

The Board agrees to provide and pay 100% of the premium cost of a single plan and 85% of the premium cost of a family plan of a Group Health Care Plan, Wausau Insurance Companies, for all professional members of the staff who retire between the ages of sixty-two and sixty-five provided that the member is currently employed on a full-time basis with the District at the time of his/her retirement and has at least fifteen years of service with the District. Such coverage to be provided through the end of the month in which the retiree reaches the age sixty-five.

Upon reaching age sixty-five, the retiree, at his/her option, may have coverage continued for himself/herself but not his/her dependents by paying the Board's regular contributions for a single plan.

B. Terminal Pay for Retirement

One-half of unused accumulated sick leave, up to a maximum of twenty-five days of full contractual pay, will be used to continue the payment of the premium cost of a single plan through a Group Health Care Plan, Wausau Insurance Companies, for a member of the professional staff at age sixty-five or upon retirement whichever occurs later, provided that the member is currently employed on a full-time basis with the District at his/her retirement and has at least fifteen years of service with the District. The member has the option to request (or in the event of the death of the member, his/her beneficiaries shall receive) a lump sum payment equivalent to the total benefit less any payments made for the extended health insurance coverage. The beneficiaries designated under the Board's group life insurance plans shall receive the payment unless the member has filed a different designation in writing with the Personnel Manager.

The retiree may, upon the terminal pay becoming exhausted, at his/her option, have coverage continued for himself/herself by paying the Board's regular contributions for a single plan.

(C. Voluntary Early Retirement

1. Description: Early retirement benefits may be available to full-time instructors between the ages of 60 and 65 who resign their regular full-time duties.

2. Eligibility: An applicant for early retirement benefits must be a full-time instructor who is at least 60 years of age and under 65 years of age who has served in the District for not less than fifteen consecutive years. "Age" for the purpose of this policy is defined as the instructor's age as of June 30 following the school year in which retirement becomes effective. The program shall only be available to the instructors who retire at the conclusion of the 1985-86 school year and thereafter, and shall not be retroactive to any instructor who retired prior to the date this agreement is adopted by the District. This policy shall not apply to any instructor who is discharged or nonrenewed.

3. Application: All applications for early retirement benefits must be filed with the District at least six months before the beginning of the semester in which the retirement is to begin.

4. Limitations: The number and selection of instructors for participation in the program shall be at the sole discretion of the District, and there shall be no requirement that anyone be admitted to the program in any given year. The determination of the District shall be final and not subject to the grievance and arbitration procedures of this agreement.

5. Compensation: Instructors applying for early retirement shall have the full amount required by current state law paid to the Wisconsin Retirement System by the District until they reach age 65, or for three full years following retirement, whichever is sooner. Payments shall be made pursuant to the requirements of Section 40.02(42)(f) of Wisconsin Statutes and the Administrative Rules of the System.

6. Termination of Benefits: Payments under this plan shall be automatically terminated if a participant receives any unemployment compensation benefit after retirement from the District's account.

7. Waiver: Instructors electing to retire under this program shall retain no reemployment rights with the District nor any rights or benefits set forth in this Agreement, except Article IX, A., Early Retirement Benefits, and Article XI, B., Terminal Pay for Retirement.

8. Savings: If any aspect of this proposal is found to be discriminatory or violative of the Federal Age Discrimination in Employment Act, the Wisconsin Fair Employment Act, or any other state or federal legislation by any court or competent jurisdiction, then the entire provision shall be considered null and void.

D. The Board reserves the right to change carriers of said retiree health insurance coverage with the concurrence of the Association should the change in carriers be deemed in the best interests of the school. Any change in carriers would occur on the anniversary date of the policy and would be for the equivalent benefits of the present coverage.

ARTICLE X

GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time-to-time arise affecting the welfare or working conditions of teachers as defined in the professional contract supplement agreement and provide an orderly method for resolving those problems.

B. Definitions

1. A "grievance" is a request for interpretation or claim of a violation of a specific article or section of the professional contract supplement agreement.

2. A "grievant" is the Association or any member of the bargaining unit.

3. A "party in interest" includes the grievant, members of the Association's Grievance Committee, (limited to three members) representatives of the Board (limited to three members), as well as one consultant who might be selected by the Association and one consultant who might be selected by the Board.

4. The term "days" when used in this article shall, except where otherwise indicated, mean working school days; thus, weekend or vacation days are excluded.

5. The "statement of grievance" is a clear and concisely written statement of the grievance; this includes the facts upon which the grievance is based, the date of origin of the grievance, date of presentation to the appropriate person, the issue involved, the specific section of the Professional Contract Supplement Agreement thought to have been violated and the requested solution. It shall be signed by the grievant. On that same date one copy shall also be presented to the Grievance Committee and another copy placed in the grievance file. (See Appendix "H")

6. The written "suggested solution" is a clear and concisely written analysis of the grievance which may include an interpretation of the professional contract supplement in an attempt to solve the problem. It contains a suggested solution to the grievance. It is signed by the person processing it and dated on the day that it is presented to the appropriate person. On that same date one copy shall also be presented to the Grievance Committee and another copy placed in the grievance file. (See Appendix "I")

7. The written "notice of request for arbitration" shall be presented to the District Director by the Chairperson of the Grievance Committee or to the Chairperson of the Grievance Committee by the District Director in the procedure. (See Appendix "J")

8. Grievance File. All statements of grievance and "suggested solutions" shall not be kept in personnel files--rather a separate "grievance file" shall be maintained by the District's administration.

C. General Procedures

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Because of the value of face-to-face dialogue in reaching agreement such meetings are encouraged and may take place in addition to the presentation of written communications with the agreement of both parties at any step of the procedure. Such meetings may include any "party in interest".

3. Nothing herein contained shall be construed as limiting the right of any individual instructor, having a problem or complaint, on matters not relating to the professional contract supplement from presenting the problem or complaint to any appropriate member of the administration, and having it solved without the formalized grievance procedure of intervention of the Association provided the adjustment is not inconsistent with the terms of this agreement.

4. No reprisals of any kind will be taken by the Board or by any member of the administration against the grievant or any "party in interest" by reason of such participation in the grievance process.

5. A sincere effort must first be made by the grievant with his/her immediate supervisor to resolve the matter informally prior to initiating and entering the formalized grievance procedures.

6. The "parties in interest" agree to follow each of the steps previously defined under the two grievance procedures.

7. Any actions required to process a grievance not carried out within the time lines specified, by the side which initiated the grievance, shall have the effect of settling the grievance on the basis of the last written "suggested solution" given by the side responding to the grievance.

8. Failure to provide a "suggested solution" within the time lines specified by the side responding to the grievance shall allow the side which initiated the grievance to proceed to the next step.

9. At any stage of the processing of a grievance if the parties arrive at an agreement, either a "statement of grievance" or "suggested solution" form may be signed by both parties as the settlement of the grievance and placed in the "grievance file".

10. The time limits specified for a particular step may be extended by mutual agreement of the persons involved in the disposition of a grievance at that step. Such extension of time limits shall be in writing and signed by both the grievant and the Board's representative at that step.

D. Faculty Initiation of Grievances

1. Step One

    a. After an earnest informal attempt has been made by the grievant with his/her immediate supervisor to solve his/her grievance, he/she may initiate the first formal step of the grievance procedure. To do so he/she shall present a written "statement of grievance" to the Assistant Director of Instruction and Student Services no later than fifteen days after the facts or incident first occurred upon which the grievance is based. On that same date copies of the written "statement of grievance" shall be given to the Association and placed in the "grievance file".

    b. The Assistant Director of Instruction and Student Services shall give his/her written "suggested solution" to the grievant within fifteen days after he/she received the written "statement of grievance".

    On that same date, copies of the Assistant Director's reply shall be given to the Association and placed in the "grievance file".

2. Step Two

    a. If the grievant is not satisfied with the solution of his/her grievance as explained in the written "suggested solution" given to him/her by the Assistant Director, he/she shall contact the Association's Grievance Committee.

    b. If the Association's Grievance Committee judges the grievance to be justifiable, the chairperson of the committee shall, within ten days from the time that the Assistant Director's reply was received or the passing of the deadline, present their written "suggested solution" to the District Director. On that same date, copies of the Grievance Committee's "suggested solution" shall be placed in the "grievance file".

c. The District Director shall give his/her written "suggested solution" to the grievant and the chairperson of the Association's Grievance Committee within twenty days after receipt of the Grievance Committee's "suggested solution". On that same date, a copy of the District Director's reply shall be placed in the "grievance file".

3. Step Three

a. If the grievant is not satisfied with the solution of his/her grievance as explained in the District Director's "suggested solution" he/she shall request that the Association's Grievance Committee submit his/her grievance to arbitration.

b. If the Association's Grievance Committee judges that the grievance shall be submitted to arbitration, the chairperson of the committee shall notify the District Director in writing of such a decision no later than twenty days from the time that the District Director's reply was received.

c. Within five days after the "notice of request for arbitration" has been received, the Association through its Grievance Committee may file a written request, giving notice in writing to the Board on the same date, with the Wisconsin Employment Relations Commission to appoint a member of its staff as arbitrator to determine the matter; or if either of the parties request in writing, then said commission shall name a panel of five arbitrators with each party having the right to strike two and the fifth arbitrator to be the one which will conduct the arbitration hearing.

E. Board Initiation of Grievances

1. Step One

a. The Board may initiate a grievance against the Association for violation of a specific article or section of the Professional Contract Supplement Agreement. This shall be initiated with the District Director filing a written "statement of grievance" with the Grievance Committee of the Association no later than fifteen days after the facts or incident first occurred upon which the grievance is based. Said statement shall contain the Board's "suggested solution" to the grievance. On that same date copies of the written "statement of grievance" shall be placed in the "grievance file".

b. The Grievance Committee of the Association shall give its written "suggested solution" to the District Director within fifteen days after it has received the written "statement of grievance". On that same date, copies of the Association's "suggested solution" shall be placed in the "grievance file".

2. Step Two

a. If the Board is not satisfied with the solution of its grievance as explained in the Association's "suggested solution", the District Director shall notify the Association's Grievance Committee in writing that the Board intends to submit the grievance to arbitration with the Wisconsin Employment Relations Commission. This shall be done no later than twenty days from the date the Association's written "suggested solution" was received.

b. Within five days after the "notice of request for arbitration" has been received by the committee, the District Director may file a written request with the Wisconsin Employment Relations Commission to appoint a member of its staff as arbitrator to determine the matter.

F. Arbitration

1. The sole function of the arbitrator shall be to determine whether or not the rights of the grievant have been violated by the Board contrary to an express provision of the Professional Contract Supplement Agreement.

2. The arbitrator will confer with representatives of the Board and the Grievance Committee, and hold hearings promptly, and will issue his/her decision on a timely basis. The arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning and conclusions of the issues submitted. The arbitrator will be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violation of the terms of this agreement. The arbitrator shall have no authority to add to, subtract from, or modify this agreement in any way.

The arbitrator shall have no authority to impose liability upon the Board arising out of acts occurring before the effective date or after the termination of this agreement. The decision of the arbitrator will be final and binding on both parties.

3. All arbitration proceedings shall be held at such time and place as shall be mutually agreed upon between the District Director and the Association. If the District Director and the Association are unable to agree, the time and place of hearing shall be designated by the arbitrator.

4. All expenses incurred in connection with the arbitration proceedings shall be borne equally between the Board and the Association. If either party desires a transcript of testimony to be prepared for the arbitrator, the expense will be shared equally. Additional copies shall be paid for by the party requesting them.

5. During the term of this agreement there shall be no strikes, slowdowns, picketing, work stoppages, or boycotts by the Association or its members unless the Board shall fail to abide by the decision of a duly appointed arbitrator. There shall be no lockout by the Board unless members of the Association shall fail to abide by the decision of the duly appointed arbitrator.

6. The arbitrator will receive copies of all written communications regarding the grievance under one or the two grievance procedures as previously described and summarized as follows:

FACULTY INITIATION OF A GRIEVANCE

Faculty Written Communications	Board Written Communications
STEP ONE	
"Statement of Grievance" (Grievant to Assistant Director)	"Suggested Solution" (Assistant Director to Grievant)
STEP TWO	
"Suggested Solution" (Chairperson of Grievance Committee to the District Director)	"Suggested Solution" (District Director to Grievant and Chairperson of the Grievance Committee)
STEP THREE	
"Notice of Request for Arbitration" (Chairperson of Grievance Committee to the District Director)	

STEP FOUR

"Request for Arbitration" from the Chairperson of the Grievance Committee to the Wisconsin Employment Relations Committee or Arbitrator.

BOARD INITIATION OF A GRIEVANCE

Board Written Communications	Faculty Written Communications
STEP ONE	
"Statement of Grievance" (District Director to Chairperson of Grievance Committee)	"Suggested Solution" (Chairperson of Grievance Committee to the District Director)
STEP TWO	
"Notice of Request for Arbitration" (District Director to Chairperson of Grievance Committee)	

STEP THREE

"Request for Arbitration" from the District Director to the Wisconsin Employment Relations Commission.

ARTICLE XI

RULES OF AGREEMENT

A. Conformity to Law-Saving Clause

1. If any provision of this agreement is or shall at any time be contrary to law or to the rulings of the W.E.R.C., then such provision shall not be applicable or performed or enforced except to the extent of the law.

2. In the event that any provision of this agreement is or shall be at any one time contrary to law, all other provisions shall continue to be in effect.

B. Duration

In accordance with Wisconsin Statute, this agreement shall be binding on both parties from July 1, 1986, to June 30, 1987, and annually unless re-opened.

C. Re-Opening

On or before October 1, 1986, the North Central Faculty Association shall give the District Board written notice of its intent to open negotiations on all issues, except the 1987-88 calendar, for the next contract.

Dated this 14TH day of JANUARY, 1987

North Central Faculty Association	North Central Vocational, Technical & Adult Education District Board
Signed Jacob Klein President	Signed Chairperson of Board
Signed Chairperson of Negotiation Committee	Signed District Director

ARTICLE XII

APPENDIX

APPENDIX "A"

REGULAR PART-TIME INSTRUCTORS

1. Regular part-time instructors are defined as those instructors that are:

   a. Teaching during the day (7:30 a.m. - 5:20 p.m.) in state-approved full-time programs.

   b. Teaching regularly with an instructor load of 50% or more using the Instructor Responsibility Table of Percentages (Appendix "G").

   c. Teaching with a letter of appointment for at least eighteen consecutive weeks.

2. Regular part-time instructors shall have the following fringe benefits:

   a. Life Insurance: The Board will pay 100% of the premium cost of a life insurance policy in the amount of the instructor's prior year's earnings rounded to the next higher whole thousand.

   b. Teacher's Retirement: The Board will pay the total amount of the employee's and employer's contribution to the Wisconsin State Teachers Retirement System.

   c. Sick Leave: The instructor will receive one-half day of sick leave per month of employment.

3. Effective September 1, 1987, and contingent upon the number of enrollments being acceptable with each insurance company, regular part-time instructors with at least 20 hours per week of employment shall be eligible for the following fringe benefits on a prorated contribution proportional to the instructor's semester load, based on the percentages paid for full-time members:

   a. Health insurance

   b. Dental insurance

   c. Disability insurance

4. Regular part-time instructors shall not be included in Article III, D.2., E.1.e., F., G.

5. Because of the nature of part-time positions, regular part-time instructor's conditions of employment may vary from semester to semester, and year to year.

APPENDIX "B"

PROJECT INSTRUCTORS

The following are the provisions of this agreement that apply to project instructors or counselors:

ARTICLE I
ARTICLE II, A,B
ARTICLE III, A, B, C, D.3., D.4., E.1., I, H.3., J, K
ARTICLE IV
ARTICLE V, A, C, D.1, 2., 4., 5., E, F, G, I, J
ARTICLE VI, A, B, C, D, E, G, H, I
ARTICLE VII
ARTICLE VIII, B, C, D, E
ARTICLE IX
ARTICLE X
ARTICLE XI
ARTICLE XII, B, E, H, I, J

The following are special provisions that apply to project instructors or counselors:

A. Salary Schedule (APPENDIX "E")

The effective date of individual salary change due to salary schedule adjustments and vertical advançement shall take place with the beginning of the fiscal year specified in each project. Horizontal advancements and COL payments are made according to the times specified in the master contract language.

B. Layoff

The District reserves the right to lay off instructors or counselors for, but not limited to, lack of students, abandonment of programs, reduction in tax funds or occurrence of conditions beyond the control of the District. The said instructor or counselor to be laid off and the Association shall be notified at least sixty calendar days prior to the effective date of the layoff and will be given the reason(s) for the action.

Employees whose layoffs become effective during the school year and who receive their notice outside the time frame stated in ARTICLE III of this agreement for non-project instructors or counselors, upon written request will be allowed a private conference with the Board regarding the layoff.

C. Re-Employment Rights

1. If a project instructor or counselor is laid off because of the discontinuance of a project and the said project is reinstated within two years from the discontinuance date, then the laid-off project instructor or counselor shall be offered part-time or full-time employment in a position identical to the position the laid-off employee had before the discontinuance of the project. If said laid-off employee declines to accept an offer, then a new instructor or counselor can be hired.

2. Any and all re-employment rights granted a person on layoff shall terminate upon:

    a. The expiration of the re-employment rights period. The term "re-employment rights period" means two years following the effective date of layoff.

    b. Failure to accept in writing within ten days any full-time position offered.

    c. Failure to update most recent address and telephone number with the Personnel Manager.

APPENDIX "C"

REGULAR PART-TIME PROJECT INSTRUCTORS

1. Regular part-time project instructors are defined as those instructors that are:

    a. Teaching during the day (7:30 a.m. - 5:30 p.m.) in state-approved full-time programs.

    b. Teaching regularly with a letter of appointment of 50% or more.

    c. Teaching with a letter of appointment for at least eighteen consecutive weeks.

2. Regular part-time project instructors shall have the following fringe benefits:

    a. Life Insurance: The Board will pay 100% of the premium cost of a life insurance policy in the amount of the instructor's prior year's earnings rounded to the next higher whole thousand.

    b. Teacher's Retirement: The Board will pay the total amount of the employee's and employer's contribution to the Wisconsin State Teachers Retirement System.

    c. Sick Leave: The instructor will receive one-half day of sick leave per month of employment.

3. Effective September 1, 1987, and contingent upon the number of enrollments being acceptable with each insurance company, regular part-time project instructors with at least 20 hours per week of employment shall be eligible for the following fringe benefits on a prorated contribution proportional to the instructor's semester load, based on the percentages paid for full-time members:

    a. Health insurance

    b. Dental insurance

    c. Disability insurance

4. Regular part-time project instructors shall be excluded from all of the provisions of this agreement that the project instructors are excluded from.

5. Regular part-time project instructor's conditions of employment may vary from semester to semester and from year to year, therefore are not subject to the Scope of Agreement (ARTICLE II, B.).

APPENDIX "D"

POSITIONS EXCLUDED FROM BARGAINING UNIT

Accounting Manager
Agriculture Coordinator
Alternative Learning Systems Manager
Alumni Relations Coordinator
Antigo Campus Administrator
Applied Technology Center Manager
Apprenticeship Coordinator
Assistant Custodial Supervisor
Assistant Director of Finance, Facilities, and Enterprises
Assistant Director of Instruction and Student Services
Assistant Director of Marketing, Research, and Planning
Associate Degree Nursing Coordinator
Audiovisual Services Manager
Bookstore Manager
Buildings and Grounds Manager
Business Programs Supervisor
Business and Industry Coordinator
Career Information Coordinator
Community and Student Relations Supervisor
Custodial Supervisor
Data Processing Program Coordinator
Dental Program Coordinator
Deputy Director
Developmental Services Supervisor
District Director
Elderly Wellness Manager
Evening Student Services Manager
Family and Consumer Services Coordinator
Fire Services Coordinator
Food Services Manager
General Education Supervisor
Health and Human Services Supervisor
Health Services Coordinator
Hearing Impaired Education Coordinator

Industrial Programs Coordinator
Information Processing Manager
Instructional Services Supervisor
Interpreter Services Manager
Law Enforcement Coordinator
Library Coordinator
Personnel Manager
Placement Coordinator
Pre-Vocational Program Supervisor
Programmer Analyst
Public Information Coordinator
Registrar
Special Assistant to the Director for Development
Special Projects Manager
Student Life Services Coordinator
Student Services Supervisor
Supervisor Management Coordinator
Systems Programmer
Taylor County Community Education Supervisor
Technical and Industrial Programs Supervisor
Technical and Industrial Coordinator
Traffic Safety and Emergency Medical Training Coordinator
Visually Impaired Education Coordinator

APPENDIX "E"

North Central

SALARY SCHEDULE*

EFFECTIVE AUGUST 13, 1986
For the 1986-1987 School Year

STEP	BS/BA I	+6 II	+12 III	+18 IV	+24 V	MS/MA VI	+6 VII	+12 VIII	+18 IX	+24 X	+30 XI
1	17800	18565	19331	20096	20862	21627	22392	23158	23923	24689	25454
2	18565	19331	20096	20862	21627	22392	23158	23923	24689	25454	26219
3	19331	20096	20862	21627	22392	23158	23923	24689	25454	26219	26985
4	20096	20862	21627	22392	23158	23923	24689	25454	26219	26985	27750
5	20862	21627	22392	23158	23923	24689	25454	26219	26985	27750	28516
6	21627	22392	23158	23923	24689	25454	26219	26985	27750	28516	29281
7	22392	23158	23923	24689	25454	26219	26985	27750	28516	29281	30046
8	23158	23923	24689	25454	26219	26985	27750	28516	29281	30046	30812
9	23923	24689	25454	26219	26985	27750	28516	29281	30046	30812	31577
10	24689	25454	26219	26985	27750	28516	29281	30046	30812	31577	32343
11	25454	26219	26985	27750	28516	29281	30046	30812	31577	32343	33108
12	26219	26985	27750	28516	29281	30046	30812	31577	32343	33108	33873
13	26985	27750	28516	29281	30046	30812	31577	32343	33108	33873	34639
14	27750	28516	29281	30046	30812	31577	32343	33108	33873	34639	35404

* Each full-time employee receives an additional payment pursuant to Article V., L. ($580)
NOTE: The above list is the basic 38-week schedule.
(4.3% index on $17,800 base, rounded to nearest dollar)

NORTH CENTRAL TECH - WAUSAU
1986-87 SALARY SCHEDULE*

STATE: WISCONSIN KEY= 500370099986
DISTRICT: NORTH CENTRAL VOCATIONAL TECH. DIST. WAUSAU
EFFECTIVE 86/99 NO. OF TEACHERS: 509 ENROLLMENT: 100,000

STEP	BA	BA+ 6	BA+12	BA+18	BA+24	MA	MA+ 6	MA+12	MA+18	MA+24	MA+30
1	18,380	19,145	19,911	20,676	21,442	22,207	22,972	23,738	24,503	25,269	26,034
2	19,145	19,911	20,676	21,442	22,207	22,972	23,738	24,503	25,269	26,034	26,799
3	19,911	20,676	21,442	22,207	22,972	23,738	24,503	25,269	26,034	26,799	27,565
4	20,676	21,442	22,207	22,972	23,738	24,503	25,269	26,034	26,799	27,565	28,330
5	21,442	22,207	22,972	23,738	24,503	25,269	26,034	26,799	27,565	28,330	29,096
6	22,207	22,972	23,738	24,503	25,269	26,034	26,799	27,565	28,330	29,096	29,861
7	22,972	23,738	24,503	25,269	26,034	26,799	27,565	28,330	29,096	29,861	30,626
8	23,738	24,503	25,269	26,034	26,799	27,565	28,330	29,096	29,861	30,626	31,392
9	24,503	25,269	26,034	26,799	27,565	28,330	29,096	29,861	30,626	31,392	32,157
10	25,269	26,034	26,799	27,565	28,330	29,096	29,861	30,626	31,392	32,157	32,923
11	26,034	26,799	27,565	28,330	29,096	29,861	30,626	31,392	32,157	32,923	33,688
12	26,799	27,565	28,330	29,096	29,861	30,626	31,392	32,157	32,923	33,688	34,453
13	27,565	28,330	29,096	29,861	30,626	31,392	32,158	32,923	33,688	34,453	35,219
14	28,330	29,096	29,861	30,626	31,392	32,157	32,923	33,688	34,453	35,219	35,984

★ SCHEDULE INCLUDES $500 COST OF LIVING ADJUSTMENT

APPENDIX "F"

1986-1987

CALENDAR

	M	T	W	R	F		M	T	W	R	F
August						January	X	X	X	$\boxed{1}$	X
							(5)	(6)	(7)	8	9
			(13)	(14)	(15)		12	13	14	15	16
	18	19	20	21	22		18	19	20	21	22
	25	26	27	28	29		25	26	27	28	29
September						February					
	$\boxed{1}$	2	3	4	5		2	3	4	5	6
	8	9	10	11	12		9	10	11	12	13
	15	16	17	18	19		16	17	18	19	20
	22	23	24	25	26		23	24	25	26	27
	29	30									
October			1	2	3	March					
	6	7	8	9	10		2	3	4	5	6
	13	14	15	16	$\boxed{17}$		X	X	X	X	X
	20	21	22	23	24		16	17	18	19	20
	27	28	29	30	31		23	24	25	26	27
							30	31			
November	3	4	5	6	7	April			1	2	3
	10	11	12	13	14		6	7	8	$\underline{9}$	$\underline{10}$
	17	18	19	20	21		13	14	15	16	$\boxed{17}$
	24	25	26	$\boxed{27}$	$\boxed{28}$		20	21	22	23	24
							27	28	29	30	
December						May					1
	1	2	3	4	5		4	5	6	7	8
	8	9	10	11	12		11	12	13	14	15
	15	16	17	18	(19)		18	19	20	21	(22)
	X	X	X	$\boxed{25}$	X						

Key: ( ) = In-service or grading day X = Noncontractual day

☐ = Paid holiday _ = WVA

APPENDIX "F"

1987-1988

CALENDAR

	M	T	W	R	F		M	T	W	R	F
August						January					$\boxed{1}$
							X	X	X	X	X
							(11)	(12)	13	14	15
	(17)	(18)	19	20	21		18	19	20	21	22
	24	25	26	27	28		25	26	27	28	29
	31										
September						February					
		1	2	3	4		1	2	3	4	5
	$\boxed{7}$	8	9	10	11		8	9	10	11	12
	14	15	16	17	18		15	16	17	18	19
	21	22	23	24	25		(22)	23	24	25	26
	28	29	30				29				
October				1	2	March		1	2	3	4
	5	6	7	8	9		7	8	9	10	11
	12	13	14	15	16		X	X	X	X	X
	(19)	20	21	22	23		21	22	23	24	25
	26	27	28	29	30		28	29	30	31	
November	2	3	4	5	6	April					$\boxed{1}$
	9	10	11	12	13		4	5	6	7	8
	16	17	18	19	20		11	12	13	$\underline{14}$	$\underline{15}$
	23	24	25	$\boxed{26}$	$\boxed{27}$		18	19	20	21	22
	30						25	26	27	28	29
December		1	2	3	4	May	2	3	4	5	6
	7	8	9	10	11		9	10	11	12	13
	14	15	16	17	18		16	17	18	19	20
	21	22	(23)	$\boxed{24}$	$\boxed{25}$		23	24	25	(26)	
	X	X	X	X							

Key: ( ) = In-service or grading day X = Noncontractual day

☐ = Paid holiday _ = WVA

APPENDIX "G"

INSTRUCTOR RESPONSIBILITY TABLE OF PERCENTAGES

Type of Class	Type I	Type OE	ADN Clinical	Type II	Special Assignment
Periods Per Week Equal to 100% Load	17	20	22	25	35
Periods Per Week Assigned	% Load	% Load	% Load	% Load	% Load
1	6	5	4.6	4	3
2	12	10	9.2	8	6
3	18	15	13.8	12	9
4	24	20	18.4	16	11
5	30	25	23.0	20	14
6	36	30	27.6	24	17
7	42	35	32.2	28	20
8	48	40	36.8	32	23
9	54	45	41.4	36	26
10	60	50	46.0	40	29
11	66	55	50.6	44	31
12	72	60	55.2	48	34
13	78	65	59.8	52	37
14	84	70	64.4	56	40
15	90	75	69.0	60	43
16	96	80	73.6	64	46
17	102	85	78.2	68	49
18	108	90	82.8	72	51
19	114	95	87.4	76	54
20	120	100	92.0	80	57
21		105	96.6	84	60
22		110	101.2	88	63
23		115	105.8	92	66
24		120	110.4	96	69
25			115.0	100	71
26			119.6	104	74
27				108	77
28				112	80
29				116	83
30					86
31					89
32					91
33					94
34					97
35					100

APPENDIX "H"

STATEMENT OF GRIEVANCE FORM

Grievance Number _____

Statement of Grievance

Date of Origin of Grievance:

Person or Persons Involved:

Complaint: (Show all pertinent information, dates, what happened, how often. Was the Professional Contract Supplement Agreement violated; if so, section?) If additional space is needed use another sheet and attach.

What Should Have Happened?:

Requested Solution:

Presented to: ____________________ ____________ ____________________

Signed

Date of Presentation

____

Signed

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APPENDIX "I"

SUGGESTED SOLUTION FORM

Grievance Number______

Suggested Solution

Analysis of Grievance:

Suggested Solution:

Presented to:______________________ ______________ Signed ______________________ Date of Presentation

______________________ Signed

APPENDIX "J"

NOTICE OF REQUEST FOR ARBITRATION FORM

Grievance Number______

Notice of Request for Arbitration

Signed: ____
District Director or Chairperson, Grievance Committee

DATE: ____________________

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K. Longevity Pay North Central UTAE - 1986-87

1. Any full-time employee who has completed one (1) full school year of service in the previous year at Step 14 of the previous year's Salary Schedule in Lanes VI, VII, VIII, IX, and X (Masters Lane and Masters plus credits) and has completed the requested years of service shall receive a lump sum payment according to the following schedule.

11th year of service through 15th year of service	$400.
16th year of service or greater	$500.

2. This payment shall not compound from year to year. The payment shall be made in the second pay period of December.

L. Cost of Living Supplementary Adjustment Plan

A "Cost of Living Supplementary Adjustment Plan" will provide each full-time bargaining unit member with a maximum of $580.00 per school year.

MASTER CONTRACT

BETWEEN

THE NORTHEAST WISCONSIN VOCATIONAL,
TECHNICAL AND ADULT EDUCATION DISTRICT BOARD,
GREEN BAY, WISCONSIN

AND

THE NORTHEAST WISCONSIN TECHNICAL INSTITUTE
FACULTY ASSOCIATION

AUGUST 24, 1985 — AUGUST 23, 1987

Voluntary Settled Jan, 1986
2 year 1985-86 - $2,048 est.
1986-87 - N.A.

The following are references to the changes in your contract due to the 1985-86 and 1986-87 tentative agreement.

1985-86 Salary page 42
1986-87 Salary page 43

Early Retirement Benefit page 58

1986-87 Calendar page 49
1987-88 Calendar page 50

1% increase to WRS page 8 number 7

Additional Health Benefit Coverage

The following is a letter of agreement and understanding regarding the extension of heart, lung and liver transplant benefit coverage per the bargaining request of the Faculty under their 1985-86 proposals as amended.

First of all, the District agrees to implement the coverage effective October 1, 1985, or as otherwise allowed by the carrier. After full disclosure, the carrier has committed to that October 1 date.

The cost of this benefit is $1.75 family plan, $.60 single person plan. For the purposes of payment and until the actual financial impact of this item is bargained, cost will be ascribed to the employee and the employer in the same manner as all other health insurance costs. The impact of the entire financial aspects of this proposal will be premised upon the final bargain.

Health Cost Containment Language

Benefits specifications to be adjusted January 1, 1986 to provide for second opinion on non emergency surgery, outpatient surgery (according to carriers list which is provide to each employee), exclusion of weekend admission (unless surgery or procedure is performed during the weekend), testing done on an outpatient basis (unless hospitalization is deemed necessary by the physician and/or laboratory).

ff.

MASTER CONTRACT

BETWEEN

THE NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND
ADULT EDUCATION DISTRICT BOARD,
GREEN BAY, WISCONSIN

AND

THE NORTHEAST WISCONSIN TECHNICAL INSTITUTE
FACULTY ASSOCIATION

AUGUST 24, 1985 - AUGUST 23, 1987

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PREAMBLE

The Northeast Wisconsin Vocational, Technical and Adult Education District Board and the Northeast Wisconsin Technical Institute Faculty Association wish to declare our mutual intent to work together to achieve our common aims of educational excellence through the collective bargaining procedure. We hereby make this agreement made and entered into effective as of the 24th Day of August, 1985, by and between the Northeast Wisconsin Vocational, Technical and Adult Education District Board, hereinafter referred to as the "Employer" or "Board," and the Northeast Wisconsin Technical Institute Faculty Association, hereinafter referred to as the "Association."

ARTICLE I. RECOGNITION

SECTION A.

IT IS HEREBY CERTIFIED that Northeast Wisconsin Technical Institute Faculty Association has been selected by a majority of the eligible employees who voted at said election in the bargaining unit consisting of all certified personnel teaching at least 50% of a full teaching schedule at Northeast Wisconsin Technical Institute, including classroom teachers, librarians, guidance counselors and other special teachers, but excluding teaching personnel teaching less than 50% of the full teaching schedule, coordinator directors, supervisors, clerical and custodial employees, as their representative; and that pursuant to the provisions of section 111.70, Wisconsin Statutes, said Union is the exclusive bargaining representative of all such employees for the purposes of collective bargaining with the Municipal Employer, or its lawfully authorized representatives, on questions of wages, hours, and conditions of employment.

SECTION B.

The Association shall have the right to appoint a teacher representative on any committee, agency, or other such body established by the Employer calling for NWTI teacher representation.

SECTION C.

The Employer shall make available to the Association upon its request any and all information, statistics, and records which are in the public domain that the Association may deem to be relevant to negotiations or the necessary processing of grievances.

SECTION D.

The Employer or its representatives shall meet as mutually agreed upon, bimonthly if possible, with representatives of the Association to discuss matters of educational policy and development which relate to wages, hours, and conditions of employment and all other matters relating to the implementation of this agreement.

SECTION E.

The Employer shall permit representatives of the Association's parent organizations to visit schools for any purpose relating to the terms and conditions of this agreement. If conferences with teachers are necessary, they shall be scheduled so as not to interfere with the instructional program. Representatives shall notify the school administrator of their presence.

SECTION F.

Whenever members of the Association are scheduled by the parties to participate during working hours in conferences, meetings or negotiations respecting the collective bargaining agreement, said members shall be released, with pay; however, every effort shall be made to schedule negotiations at other than regular working hours.

SECTION G.

The union agrees that union business shall be conducted off the job. Officers of the union shall be given time off from assigned duties to conduct such business if an agreement can be reached in each circumstance indicating that the educational program will not be displaced by any abuse.

Any particular agreement shall not be construed as setting a precedent. However, this shall not restrict a union steward from processing a grievance at the pertinent steps of said grievance as outlined in Article VII, B., 8, nor shall this article change the right agreed to in Article V., B.

SECTION H.

Faculty Association meetings including meetings of the whole organization, committee meetings, council meetings, and any other meetings of similar nature are to be conducted at times clearly outside the hours normally used in making instructional assignments.

SECTION I. FAIR SHARE AGREEMENT

The Association, as the exclusive representative of all the employees in the bargaining unit, will represent all such employees, members and non-members, fairly and equally and all employees in the bargaining unit shall be required to pay, as provided in this section, their fair share of the costs of representation by the Association. No employee shall be required to joint the Association, but membership in the Association shall be available to all employees who apply, consistent with the Association's Constitution and By Laws.

Effective thirty (30) days after the date of initial employment of an employee or thirty (3) days after the opening of school in the fall semester, the District shall deduct from the monthly earnings of all employees in the collective bargaining unit, except exempt employees, their fair share of the costs of representation by the Association, as provided in Section 111.70 (1) (h), Wis. Stats., and as certified to the District by the Association, and pay said amount to the treasurer of the Association on or before the end of the month following the month in which such deduction was made. The District will provide the Association with a list of employees from whom deductions are made with each monthly remittance to the Association.

1. For purposes of this Section, exempt employees are those employees who are members of the Association and whose dues are deducted and remitted to the Association by the District pursuant to the Membership Dues Check-off Provision of this Agreement or paid to the Association in some other manner authorized by the Association. The Association shall notify the District of those employees who are exempt from the provisions of this Section by the 15th day of September of each year, and shall notify the district of any changes in its membership affecting the operation of the provisions of this Section thirty (30) days before the effective date of such change.

2. The Association shall notify the District of the amount certified by the Association to be the fair share of the costs of representation by the Association, referred to above, two weeks prior to any required fair share deduction.

   The Association agrees to certify to the District only such fair share costs as are allowed by law, and further agrees to abide by the decisions of the Wisconsin Employment Relations Commission and/or courts of competent jurisdiction in this regard. The Association agrees to inform the District of any change in the amount of such fair share costs thirty (30) days before the effective date of change.

   The Association shall provide employees who are not members of the Association with an internal mechanism within the Association which will allow those employees to challenge the fair share amount certified by the Association as to the cost of representation and to receive, where appropriate, a rebate of any monies determined to have been improperly collected by the Association.

   The Association does hereby indemnify and shall save the district harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that shall arise out of or by reason of action taken or not taken by the District, which District action or non-action is in compliance with the provisions of this Section (fair share agreement), and in reliance on any lists or certificates which have been furnished to the District pursuant to this Section; provided that the defense of any such claims, demands, suits or other forms of liability be under the control of the Association and its attorneys. However, nothing in this section shall be interpreted to preclude the District from participating in any legal proceedings challenging the application or interpretation of this section (fair share agreement) through representatives of its own choosing and at its own expense.

ARTICLE II. MANAGEMENT RIGHTS RESERVED

The Employer, unless otherwise herein provided, hereby retains and reserves unto itself, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees as they relate to their employment.

2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, to relieve from duty because of lack of work, to discipline, demote, suspend, non-renew, or dismiss for proper cause, and transfer all employees.

3. To establish the curricula, programs of instruction including special programs, the course of study required subject to the provisions of applicable laws and directives from the state board; and to develop or cause to be developed, administer or cause to be administered those evaluations of the curricula, programs, courses required to determine educational level, quality, efficiency, and/or relevance as deemed necessary or advisable by the Employer.

4. To establish co and/or extra-curricular activities or programs for the enhancement of student and faculty life as deemed necessary or advisable by the Employer.

5. To establish and/or regulate the means and methods of instruction, the selection of textbooks and other teaching materials.

6. To establish and/or regulate class schedules, hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and Wisconsin Statutes, Section 111.70, and then only to the extent that such specific and express terms hereof are in conformance with the Constitution and laws of the State of Wisconsin, and the Constitution and laws of the United States.

It is understood that the Board may file for a Declaratory Ruling on any items claimed permissive prior to the effective date of any law changing permissive subjects to mandatory subjects is enacted and becomes law. If the item is ruled to be permissive, such item shall be removed from the contract.

ARTICLE III. SALARY AND WELFARE

SECTION A. SALARY

1. Salary Schedule General Information

   a. The salary schedule, Appendix A, shall be adhered to for all teachers

   b. Initial employment of any teacher above the appropriate step on the salary schedule shall be determined by mutual agreement of the Association and the Employer.

   c. The placement of employees on the appropriate step of the salary schedule for the first year of this Master Agreement shall include appropriate advancement with respect to placement under the previous Master Agreement. The placement of employees on the appropriate step of the salary schedule for the second year of this Master Agreement shall include appropriate advancement with respect to placement under the first year of this Master Agreement. No such movement is implied for subsequent agreements.

   d. For work performed beyond the hours specifically stated in this agreement (35 hours per week), the rate of remuneration shall be an additional 1/1330 of the teacher's current salary for the 36th through 40th hours per week. This formula shall be prorated for a short work week. For work performed beyond 40 hours per week, the rate of remuneration shall be one and one-half times the normal rate of pay. (Does not apply to courses offered under the Field Services, which is extra-contractual).

   e. Approved credits and approved work under this section shall mean prior approval by the Employer.

   f. Approved credits beyond Master Craftsman and Master's shall accumulate to a total of +8, +16 and +24 credit columns and paid per the agreed salary schedule. (Appendix A).

   g. Eligibility for credit on the teaching salary schedule shall be granted to those persons who begin work after the beginning date of the first semester but prior to or at the beginning date of the second semester. Persons who begin work after the beginning date of the second semester shall not be eligible for such schedule placement.

2. Salary Schedule - Horizontal Movement and Higher Degrees

a. Credits to satisfy the schedule beyond the Bachelor's, Master Craftsman and Master's degrees must be of graduate status. Undergraduate credits directly related to the teacher's work may be allowed if approved by the Director or designee in writing in advance of enrollment in the course.

b. Credits approved for work toward a higher degree shall be in effect for pay periods coinciding with the time requirement for the higher degree established by the issuing institution. In the event that the higher degree is not completed within the allotted time and in the event an extension is not granted by the issuing institution, then all credits granted and applicable under this section shall be reviewed. Credits for those courses which are not applicable to the instructor's assignment shall be dropped. Credits which are applicable to teaching duties shall be retained. The salary schedule placement level will be adjusted if required, to reflect the new total credits still deemed applicable.

c. Master Craftsman Classification - The Master Craftsman classification is designed to recognize the specialized technical skills possessed by instructors. Entry into or placement on the Master Craftsman level is limited to the following instructors:

- Those with less than a bachelor's degree.
- Those for whom no master's degree is available or if available cannot reasonably be expected to be attained because of excessive travel factors, or if it is mutually determined that the requirements of the Master Craftsman are more responsive to the needs of the school, and shall be attained upon completion of an accepted combination of work hours and educational attainment.

A two-part application is required. Changes in the course of activities outlined in the application may be made from time to time by mutual agreement. Rejection of any part of the application or program shall require a written reason/-rationale. (See Appendix H for Part I and Part II application forms).

To attain the Master Craftsman classification, the instructor must complete all credits required for certification and 24 approved credits, either graduate or undergraduate level, as outlined in the application forms in Appendix H.

d. Master's Degree Classification -- A Master's Degree for application to the salary schedule must be in the teacher's area of instructional assignment.

A Master's Degree in vocational adult education-teaching, emphasizing the teacher's instructional area may be allowed in the event a specific degree is not available.

Prior approval shall be obtained for placement into the Master's Degree classification.

This provision shall apply to all instructors hired subsequent to the 1975-76 school year. It shall also apply to instructors hired prior to the 1975-76 school year who do not possess a Master's Degree and who are not recognized candidates for a Master's Degree as of the date of ratification of this agreement.

3. Method of Payment

a. Annual salary divided by 24.

b. Payments will be made on the 15th and last day of the month. The summer check to be on the last records day of the academic year.

c. Employees whose work year varies from the normal 2-semester work period shall have their contract salaries in equal installments on a twice-monthly system per "b." above.

d. Optional payment method, academic year, teacher's only:

Academic year teachers may, by written notice made in January, elect the following payment plan for the following year. Their annual teaching contract salary divided by 20, with payments to be made per "b." above.

SECTION B. WELFARE BENEFITS

1. The Board agrees to provide a health insurance program for the full contract year and shall pay the total single premium of full-time teachers if a single plan is elected, and that amount plus 95% of the added premium if a family plan is elected. Those teachers terminating employment during the teaching days of the full contract year shall cease to receive the benefit on the effective date of termination.

2. The Board agrees to provide a long-term disability insurance program on previously agreed terms for the full contract year. (The Board will pay the total premium which is .52% of the individual instructor's contract salary during the life of this agreement).

3. The Board agrees to provide a dental insurance program for the full contract year, and shall pay the single premium of full-time teachers if a single plan is elected, and that amount plus 95% of the added premium if a family plan is elected. Those teachers terminating employment during the teaching days of the full contract year shall cease to receive the benefit on the effective date of termination.

4. Health, dental, and group long term disability insurance benefits are not precluded as negotiable items with respect to future agreements regardless of the expiration date of the insurance contract between the employer and the insurance carrier.

5. The Board agrees to provide, at no cost to the teacher, term life insurance in the amount of $50,000.

6. All benefits paid to full-time teachers shall also accrue to part-time teachers based on a percentage of their working time compared to the working time of full-time teachers. A part-time teacher is defined as half-time or more for a contract year.

7. The Board shall pay 6% of the teacher's 1985-87 contract salary as part of the teacher's contribution to the Wisconsin State Teachers' Retirement System. Teachers shall retain full vesting rights to these contributions as stated in the State Statutes.

8. Employees on workmen's compensation benefits shall suffer no loss of salary benefits or sick leave accumulation for injury sustained in the employ of the Northeast Wisconsin Vocational, Technical and Adult Education District and the Board shall pay the difference between salary and workmen's compensation benefits.

9. Retiree's shall have the option of remaining under the District health and welfare insurance as allowed by the carrier for a period of three years including any statutory time from the time of retirement. This option shall be extended to the spouse of a retiree who dies during this period for the remainder of the option period. This option shall also be extended to a survivor of a staff member for a period of three years from the date of death of the staff member. In all cases the person selecting the option shall pay the premium and shall exercise said option within 60 days of the initial qualifying date.

SECTION C. PROFESSIONAL GROWTH

1. The employer agrees that all proper expenses for any conference, authorized field trip, class purposes, and school business for which the employee has authorization by the employer may be reimbursed to the employee upon presentation of necessary vouchers; the authorization will indicate whether the employer or employee will pay the expenses. Attendance at conferences, authorized field trips, travel for class purposes, and school business wherein neither the teacher nor the employer have control over the complete schedule or any conference, field trip, travel for class purpose or school business which may be proposed by the teacher shall be exempt from the daily work span and lunch hour provisions of this agreement.

2. The Board agrees to allow each teacher to attend educational conferences related to the teacher's teaching assignment, as mutually agreed.

3. A standing joint committee will explore and promote professional growth of the District staff. Members are to be appointed by October 15 or within 30 days after signing a contract.

SECTION D. TRAVEL

The Employer agrees that all approved mileage incurred on a monthly basis as a result of a teacher's regular assignment shall be reimbursed at $.23 per mile, after presentation of the necessary Travel Statement.

ARTICLE IV. CONDITIONS APPLICABLE TO TEACHING DUTIES

SECTION A. SENIORITY

1. For the purpose of this contract, seniority is defined as the length of continuous service in the bargaining unit.

2. A list shall be maintained by the Director showing seniority of each member of the bargaining unit, and a copy shall be forwarded to the bargaining representative. Such a list shall include names, addresses, and area of teaching.

SECTION B. PROGRAM ASSIGNMENT

1. Teachers will express in writing to their school administrators their positive preferences in teaching and extracurricular assignments. Such requests must be submitted at least three months prior to the beginning of the semester for which the requests are made. Qualifications being equal, seniority shall prevail; and seniority shall prevail on selection of shifts due to extended work day or extension of week. The right to request teaching and extra-curricular assignments does not extend to teachers on probationary status.

2. Where a teacher has developed a course based on an original idea, that teacher shall have priority to teach, and management shall have priority to assign that course to the developing teacher for four (4) years, provided state certification requirements are met. Where a teacher is assigned or bids for a course development project developed by management, that teacher shall have priority to teach or management shall have priority to assign that course to the developing teacher for two (2) years, provided state certification requirements are met.

3. All requests for program assignment shall remain in effect for the current school semester.

4. No teacher shall be subject to assignments other than those specified in his area of certification except by mutual consent.

SECTION C. TRANSFERS

1. On requests for transfer, qualifications being equal, seniority shall prevail.

2. Requests for transfer regardless of qualification will not be available to an instructor unless there is a vacant position. However, this provision is not applicable if there is a layoff, in which case Article IV, Section F shall apply.

3. Involuntary Transfers: If a position is not filled after normal bid procedures, the employer shall have the right to appoint the least senior, qualified person to fill the position.

SECTION D. FEDERALLY/AGENCY FUNDED STAFF

1. Instructors employed to teach in programs and/or courses requested by and/or funded by high schools and public or private agencies other than the employer, shall, in the event of cessation of such request or funding, be considered for employment in a position for which they are qualified, though employment is not guaranteed.

2. Such employees shall not have the right to transfer to any open position, and shall not accrue seniority while in the temporary position. Salary schedule placement shall be continuous if a transfer occurs from the temporary position to a permanent position.

3. This provision shall not apply to full-time staff hired prior to the ratification of the 1976-77 agreement, nor to any full-time instructor transferred into a temporary position. Such employees shall retain and accrue seniority according to the provisions of this contract.

4. If it is determined that due to a lack of requests/funding or work one or more employees shall be laid off, layoff shall be of the least senior employee within the project/funded area, so long as the remaining work force is certified to perform the remaining work. Recall of employees properly certified shall be by seniority. Rights to recall shall continue for a period of six months from the date of layoff.

5. Activities associated with these positions are such that flexible schedules may be necessary, including extended day and extended work week assignments.

6. The employer shall provide the Association with a list of all positions and employees covered under this provision.

SECTION E. POSITION OPENINGS

1. The following procedure shall govern the appointment to available positions within the District:

    a. The administration shall prepare and make available to the Association a table of organization and a description of the qualifications required and duties for all professional positions within the District.

b. A list of all vacancies and the qualifications for such positions must be made available in advance to the professional staff. In the event of a vacancy, there shall be a minimum notification of fifteen (15) days prior to the filling of such vacancy and a copy sent to the bargaining representative.

c. All eligible personnel applying for these vacancies must be considered and notified of the result of such considerations. Teachers within the District will be given preference for positions within the unit certification, when qualifications are equal and a copy sent to the bargaining representative when final notification is made.

2. Notice of vacancy occurring during the summer shall be mailed/sent to the bargaining representative and those staff members who request such notices be forwarded.

3. All qualified personnel may apply for openings within the District. Qualifications being equal, seniority shall prevail for openings within the unit certification.

4. New teaching positions and vacancies shall be subject to bid, and in all cases the senior qualified instructor shall be entitled to priority. In the case where a position is filled by a transfer through bidding, the subsequent posting of the new vacancy shall be for a period of five (5) business days.

SECTION F. LAYOFF

The definition of layoff shall be a reduction of workload from full-time status to less than 85% or a reduction of workload of part-time employees to less than 50%.

1. Certification

   a. For the purpose of displacement and reassignment under this section, an instructor must be certified in the program or academic area for which he/she is to work. An instructor is certified in a program or academic area if he/she holds a Standard Life Certificate in that program or academic area; or if he/she holds a Standard Five Year Certificate in that program or academic area, or if he/she holds a Provisional Certificate in a program area and has at least two years occupational experience within that area during the prior eight years; or if he/she holds a Provisional Certificate in an academic area and has at least thirty credits in that academic area.

   b. For the purposes of displacement, certification must be on file with the District on the day preceding the date of notification for layoff.

c. For the purposes of recall, certification must be on file with the District two weeks prior to the beginning of a normal academic semester for recall to positions during the time period from the beginning of that semester to the day prior to the beginning of the subsequent academic semester.

2. Notification

a. The date of notification for layoff will be May 15 for regular academic year activities and ninety days prior to the beginning of an off-cycle program.

b. Layoff shall be on a seniority basis. Written notice of layoff shall be given to the least senior individual in the area where layoff is to take place. When seniority of two or more staff is identical, the Board and the Association shall meet to determine the less senior by random selection. For the purposes of layoff, seniority shall be determined by the length of continuous service to the District in the bargaining unit. A break in service shall occur upon termination of bargaining unit employment with the District.

c. Written notice of a contemplated layoff shall be given to the Faculty Association by the notification date. Written notice of a contemplated layoff shall be given to the affected individual by the notification date, except where less time is provided as a result of the implementation of displacement. Where notice is not provided personally, it shall be provided by certified letter.

3. Displacement

a. A staff member who receives notification of layoff may displace the least senior member in a program area or academic area for which he/she is certified.

b. If a staff member holds certification in more than one area, he/she must displace the least senior person among those areas.

c. A full-time staff member who displaces the less senior full staff member through this process shall be assigned a full load.

d. A full-time staff member who displaces the less senior part-time staff member through this process shall be assigned a full load.

e. A more senior part-time instructor may displace the less senior employee, whether part-time or full-time.

f. The staff member who receives the initial notice of layoff has fifteen days from the notification date to notice the District whether he/she wishes to displace a less senior instructor. A staff member displaced by this procedure shall have seven days to notify the District whether he/she wishes to displace.

g. Displacement into positions covered by Article IV, Section D. are excluded from this displacement procedure.

h. Displacement shall be on a position only basis.

4. Reassignment

a. Available work for reassignment consists of day and evening courses for which the fourth digit of the course number is a 1, 3, or 5, counseling, and GED, GOAL, and ABE activities.

b. Staff who are to be laid off shall be assigned available work in the District in areas for which they are certified.

c. After cancellation of assignments at the end of the third week of a semester, a determination of semester load shall be made.

i. If the result is a semester load of at least 85%, the staff member shall receive full pay and benefits.

ii. If the result is a semester load of at least 50%, but less than 85%, the staff member shall receive prorated pay and benefits.

iii. If the result is a semester load of less than 50%, the staff member shall be on layoff status, effective at the beginning of the semester.

5. Recall

a. Recall rights for an employee on layoff status shall continue for a period of twenty-four calendar months. At the end of said period, the staff member shall be dropped from the rolls of the District, and any further rights shall be terminated.

b. An employee on layoff shall be recalled by certified letter. An employee will forfeit any recall rights if he/she declines or fails to respond within ten days of receipt of notice of recall.

c. Staff on layoff status shall be allowed to continue health insurance within the District group plan, as allowed by the carrier, for a period of twenty-four months from date of layoff at the employee's expense, inclusive of the statutory requirements.

d. No staff member shall be prevented from securing other employment during the period of layoff. The District agrees to employ any staff member who reports to recall. The District agrees not to object if a staff member on layoff refuses to accept a contract with another District.

e. Staff who have been laid off will be offered re-employment in order of seniority to positions for which they are certified.

f. Employees shall be offered an annual contract equivalent to the last contract held within the restrictions of (3e, h), for a period of two years, after which time the teacher shall be offered a contract equivalent to the work load held two years after the initial layoff or reassignment of work took place.

SECTION G. TEACHING ASSIGNMENTS - LOAD

1. Teaching assignment shall be as follows:

		50 MIN. PERIODS.
Group I Course		30
Group II Course		26
Group III Course		24
Group IV	1 50 minute period/session	21
	2 50 minute periods/sessions	22
Group V Activities		35

2. Probationary instructors' load: Probationary instructors may be assigned orientation activities under the Group V classification and, in addition, first-year instructors shall receive one period per week of Group V load for unassigned orientation activities.

SECTION H. OVERLOAD, UNDERLOAD

1. Overload assignments: Where unavoidable overload teaching assignments occur, adjustments in subsequent assignments may be made to reflect a total, yearly, average teaching assignment that does not exceed those limits identified. Where overloads exist after adjustments, payment shall be made on the prorated basis as provided by the salary schedule. However, overload beyond 115% shall be reduced to 115% for averaging purposes by payment of the excess overload percentage at the end of the incurred semester.

2. Underload Assignments: Where unavoidable underload teaching assignments occur, adjustments in subsequent assignments may be made to reflect a total, yearly, average teaching assignment that does not exceed those limits identified above. In the event that adjustments in teaching assignments cannot be made, or in lieu thereof, underload teaching assignments may be adjusted by making

special assignments as identified by the Board or its representative within the scope of the instructor's area of competency or certification except as mutually agreed.

SECTION I. TEACHING ASSIGNMENT TERMS AND CONDITIONS

1. Teaching Assignment

   a. Period: A period is a 50-minute unit of time which is devoted to instruction, supervision, or direction of students or student activities.

   b. Class: A class is a scheduled meeting between the instructor and the student which is devoted to instruction, supervision, or direction of students or student activities regardless of the number of periods involved.

   c. Group I Course: A class in a block of time usually two or more periods in length. Formal presentations or demonstrations are not usually a part of the class, and emphasis is on development and reinforcement of student skills. The class content requires little or no preparation on the part of the instructor for the organization of student activities. The instructor assigns activities to the individual student and advises and assists the students in their skill development. Most evaluation is done by the instructor during class time.

   d. Group II Course: A structured class in a block of time usually two or more periods in length. Usually no formal presentation or demonstration is given for the full time allotted to the class, although some presentations or demonstrations may be included. Emphasis is upon student activity which develops skills. The class content requires minimum pre-class preparation on the part of the instructor for the organization of student activities and course materials and the presentation of subject matter. The instructor assigns activities to the individual student and assists and advises the students in their skill development. Most of the evaluation is done by the instructor in the class, although a portion of the correction or checking may be accomplished beyond class time.

   e. Group III Course: A structured class in a block of time one or more periods in length. A presentation or demonstration may be given as part of the class, and the emphasis is upon student participation to learn and apply the concept and principles during class time. Class content requires moderate pre-class preparation on the part of the instructor of subject matter, the organization of class materials, and student activities. The instructor primarily supervises and assists the students during the class activities. A moderate amount of the evaluation is done by the instructor beyond class time, although a portion of the correction or checking may be accomplished in the class.

f. Group IV Course: This group is usually one period in length consisting of informative presentations for the purpose of instruction. It can be followed by discussion. The content of the presentation requires considerable preclass preparation on the part of the instructor for the organization of course materials and the presentation of subject matter. The instructor is consistently the most active member of the class and controls the student activities. Most of the evaluation of the results of student activities is done by the instructor beyond class time.

g. Group V Activities: Group V Activities are non-teaching activities which are assigned as part of the instructor's workload. These assignments are for the improvement, promotion, and enhancement of the total educational program. This classification includes new program development, special committee work, assigned in-service courses and activities, instructional and curriculum projects, laboratory and shop maintenance, and time for travel to conduct assigned activities.

h. Group IV Load Preparation Limit: The Group IV load is defined as 21 contact periods for one preparation; 20 contact periods for two or three preparations and 19 contact periods for four or more preparations. For the purposes of determining load, two or more sections of the same class of three associate degree credits or more or two vocational credits or more shall be counted as separate preparations if the two sections begin at least eight (8) weeks apart.

2. Course Classification

The Classification or reclassification of course will be accomplished following the general guidelines:

a. The initial classification of a new course will be made based upon information provided in the course outlines concerning student and instructor activities and responsibilities and requirements based upon approved definition that is in effect as well as the credit or course value assigned. Any instructor suggestions and recommendations are to be submitted through the Instructional or Area Supervisor with the recommendation of the divisional coordinator.

b. Reevaluation of the existing course classification is to be made for implementation not earlier than the next semester the course is taught. Reevaluation will consider the information provided on the existing outlines of instruction as noted in a. above, as well as actual observation of the classroom activities, evaluation of the instructor's expectation of the student, and stated student responsibilities, revised course outlines with restated objectives, and revised credit assignments if required. Course changes involving more than one program must be compatible to all. Major revision of the course must be endorsed by the appropriate advisory committee and, depending upon the magnitude, may require State Board approval as a change in the basic program as designated.

c. A list of all course classifications shall be available by October 1 and May 1 each year. Objections to a request for classification or reclassification may be raised prior to October 15 or May 15 by the involved instructor or appropriate division coordinator. Objections and requests for reclassification shall be submitted to the committee on course classification, which shall review the courses and make the recommendations within 30 days. Application of any changes will be made prior to the next semester the course is taught, except State directed changes will be subject to appropriate consultation and negotiations if any bargainable effects result.

d. All course reclassification and reevaluations are to be forwarded to the Committee on Course Classification. This committee will review all reclassification and reevaluation requests in terms of the general guidelines and definitions established in the Master Contract and report its recommendations to the District Board for final action.

e. The Committee on Course Classification shall consist of four (4) individuals; 2 administrators, and 2 instructional staff members. Each group shall name one permanent member for a period of one year. The remaining members shall be named to the committee on a case by case basis. At no time may an instructor who originates an objection sit on the committee.

f. Recommendations for course classification or reclassification shall be directed to the District Board office through the office of Educational Services by the Committee on Course Classification.

3. Teacher-Student Load

The teacher-student load in Communications Skills 2 classes is not to exceed 30 students per class nor a total of 150 students.

a. Application of this limit does not negate the assignments described under Section F.1. above.

b. Application of this limit does waive the three (3) preparation limit of Article IV., Section I., 1., f.

4. A teacher's regular work day shall not span more than 8 continuous hours and shall include a full hour for lunch break which shall normally be allowed during the 5th or 6th hour after work begins; any deviations shall be subject to seniority preference and mutual agreement.

5. A teacher's regular work day shall contain six (6) periods maximum contact time per day, except that concentrated courses that are conducted for less than a semester shall not be subject to this limitation nor shall programs within agriculture, health occupations clinical and affiliation activities, supervisory management, apprenticeship, nor funded positions under Article IV, Section D.

6. If any teacher who is teaching a full load is asked to act as a substitute teacher, he shall receive additional pay for such substitute teaching prorated on his regular schedule. A teacher whose teaching load is within the limits expressed herein may be assigned within these limits to substitute if, in his professional judgement, his regular class schedule is not jeopardized.

7. Study Committee

A joint committee of teachers and administrators shall be formed, comprised of three (3) teachers and three (3) administrators.

The duties of the committee shall be to review and develop criteria, in good faith, as this affects this section of the agreement concerning class designations and class loads.

The committee shall report its findings and recommendations to the negotiating committee of each party to be utilized in the negotiation of the corresponding article in the successor agreement.

8. Teacher Responsibility

Teachers have the professional responsibility for preparing for classes and evaluating student work and such supplementary work as is necessary to maintain the educational function.

Teachers shall be available on a scheduled basis for consultation and advice. Teachers are to use their non-assigned or unscheduled portions of the day within or outside the school for professional purposes; however, the teacher shall always be available for communications with the school.

SECTION J. TEACHER EVALUATION

1. Staff are subject to formal professional analysis and evaluation by general observations.

2. Formal professional analysis is an evaluation in which the administrator or supervisor visits the classroom and evaluates instruction. The evaluation form to be used by general classroom teachers is attached (See Appendix B). The evaluation form to be used by counselors those involved in individualized instruction, and non-instructional activities is attached (See Appendix B; a joint committee of two administrators and two teachers shall devise and recommend this form to the bargaining committee for the successor agreement).

3. Evaluation by general observation of employee performance within or without the classroom of a commendatory or non-commendatory nature such as interpersonal relationships with staff and students, professional growth, conduct with respect to board policy, contract obligations, and similar items may be placed in the teacher's file subject to other provisions of this agreement.

4. Within three (3) school days after any evaluation, copies of the evaluation shall be given to the evaluated instructor, and copies shall be placed in the individual's file. At the teacher's request, copies of his comments regarding any evaluation shall be placed with the supervisor's report in the individual's file.

5. The responsible administrator or supervisor, after having made an evaluation, shall assist the teacher if assistance is needed or requested.

6. Nothing contained in this section shall be construed to deny a teacher the right of redress contained elsewhere in this contract.

SECTION K. TEACHER FILES

1. Official teacher files shall be maintained for each teacher. Teachers shall continue to have access to their files.

2. No other personnel file or any material, record, or the like may be kept on any teacher for any purpose, except that material received in confidence from previous schools or employers shall remain in confidence.

3. Commendatory or non-commendatory material may be placed in the teacher's file. The teacher shall receive a copy of any non-commendatory material at the time it is placed in the file. The teacher shall then have the right to answer or qualify any material filed and said answer shall be attached to the material in the file. The teacher shall also have the right to dispute the accuracy of the material contained; and if his dispute is sustained, the materials shall be removed. In no case shall any material of non-commendatory nature remain in the file for over three years, except that such material in any file prior to the ratification of the 1979-80 agreement shall not remain in the file for over two (2) years. However, non-removal does not necessarily imply a basis for action if such material does not demonstrate a continuing or consecutive breach of rules governing the work force.

4. The above shall not hinder development or use of payroll records, sick leave and such other related records necessary for operational purposes.

SECTION L. SUMMER SCHOOL

1. Summer school shall be staffed in the following manner: present teachers on the campus shall be entitled to the first opportunities for appointments. Positions will be filled by the senior qualified person.

2. Summer school assignments that are likely to be available will be posted in the campus administrative office no later than five (5) weeks prior to the start of the summer session. Teachers should indicate in writing on the posting those courses (time and session) they will be available to teach no later than four (4) weeks prior to the start of the summer session.

3. On the last student contact day of the second semester, the employer shall make a determination as to the status of each course to be run during the summer session.

4. By 5:00 p.m. the following day (records day), each teacher may make adjustments in his/her course requests by bumping into other courses requested by other contract teachers based on seniority. The teacher may not, however, bump out of courses requested which are scheduled to run according to the prior day's posting nor bump into class activities which have not been requested by the contract staff.

5. The confirmation of all assignments shall be provided immediately after the end of the second semester. Instructor having signed up for a course shall be obligated to teach that course unless bumped as provided above.

6. Any teaching assignments that become available after the date specified in "2." above shall be open to all qualified staff for bidding for a period of two (2) days or until four (4) weeks prior to the end of the second semester, whichever is later.

7. Summer school compensation shall be prorated on the basis of the individual teacher's salary for the school year. Sick leave shall be granted and accumulated at the rate of two (2) days for the full summer session. Whenever possible, the teacher's summer work schedule shall involve nor more than two (2) consecutive free periods, excluding lunch break. The 4th of July holiday will be granted to summer school teachers based upon their summer school compensation.

SECTION M. EXTRA-CONTRACTUAL APPOINTMENTS (FIELD SERVICES, ETC.)

1. Staff appointments to extra-contractual activities (under Field Service program) shall continue to be on a voluntary basis and shall continue to be excluded from the terms of this agreement except as noted in this section. For work performed under this section, the rate of remuneration shall be 1/1400 of the teacher's current contract salary for each class period.

2. However, it is understood that the administration will continue to make lists of such positions available to the staff as soon as determined. Openings for extra-contractual appointments shall be posted in the campus administrative office areas so as to be accessible to the staff. Teachers will express in writing their preference for extra-contractual appointments by August 1 for the fall term and first semester, by November 7 for the winter term and second semester, and by February 7 for the spring term, or within five (5) school days of the initial posting, whichever is later. In instances where less than five (5) school days occur between the initial posting and the first session, teachers shall have at least 24 hours to express their preferences.

3. Regular teachers who have similar assignments under this agreement shall have first preference by campus for these positions on a seniority basis, except where consideration must be given to requests for special instructors made by business or industry.

4. Any teacher who, without mutual agreement, fails to complete his/her extra-contractual activity shall lose the right of first preference to such appointments for the subsequent time the activity is offered.

5. A teacher who accepts an extra-contractual assignment shall not be disciplined or dismissed with regard to that assignment without just cause.

6. Disputes regarding Items 1 through 5 above shall be subject to arbitration by a mutually agreed upon arbitrator.

SECTION N. SAFETY & HEALTH

1. The Board shall make reasonable provisions for the safety and health of its teachers while in the pursuit of their duties. All teachers are expected to cooperate to the best of their abilities in the prevention of accidents to themselves, fellow employees, and students.

2. For the overall protection of students, any available information on physical or mental disabilities shall be made known to the teacher. The teacher shall keep such information in mind as he carries out his duties.

3. The board shall continue to provide General Liability insurance coverage against claims which occur from the teacher's performance of duties.

4. The rooms wherein the teachers are assigned teaching duties shall have adequate lighting, heating, and ventilation, and shall be regularly cleaned by the custodial staff. Shop instructors shall supervise student clean-up in their respective work areas.

SECTION O. TEACHING MATERIALS

1. Teachers shall have the right to recommend textbooks and other teaching aids and devices. Such recommendations are to be submitted through the immediate supervisor.

2. Materials or devices created as part of the officially assigned teacher responsibility shall be the property of the Board.

   a. The Board shall patent or copyright all such material or devices in its own name; however, such items shall bear the name(s) of the creator(s).

   b. All profits from the production of said material or device shall be returned by the publisher or agent to the school. The profits shall be placed in a research fund to stimulate such creations.

3. When the materials or devices are created by an individual teacher on his own time, the following provisions shall apply:

   a. Any written material or patentable projects in the development form may be prepared at school expense and sold through the bookstore at the cost of production and handling if used in NWTI classes.

   b. Such materials may be sold by NWTI at cost to other Wisconsin vocational schools. However, such schools shall not have any reproduction rights.

   c. The copyright and royalties are the property of the individual if the material has been created solely at the author's expense on his own time.

SECTION P. FAIR DISMISSAL POLICY

1. A teacher hired by the Board shall serve a three (3) year probationary period, except that any teacher hired by the Board prior to the ratification of the 1979-80 agreement shall serve a two-year probationary period. During this period, the teacher must be given guidance, assistance and recommendations for improvement by the supervisory staff.

2. A teacher shall not be dismissed, non-renewed, suspended or discharged except for just cause; but this shall not abridge the normal management rights as regards probationary employees. Such action against any teacher shall follow these specific procedures:

   a. Notification in writing to the teacher of dismissal, including reason for such action.

   b. Notification in writing to the Association President of dismissal of a teacher, including reason for such action at the time the teacher receives such notification.

c. The teacher shall have the option of hearing with full benefit of representation and counsel before the Board within 35 days after receipt of notification or in the alternative, may initiate a grievance in accordance with the prescribed grievance procedure. If dismissal was found to be unjustified, then full pay and benefits will accrue to the teacher during this period.

d. If the teacher and/or the Association are not satisfied with the Board action that fair and equitable procedures have been followed or that the decision as to the teacher's dismissal was not entirely impartial judgment, the employee and/or the Association shall have the right to appeal said decision to arbitration in accordance with the prescribed grievance procedure as outlined in this agreement beginning immediately at step three.

SECTION Q. DUES CHECK-OFF

The Board agrees to deduct Association dues on a continuing basis from the wages of each teacher who voluntarily authorized such deductions, or until otherwise notified by the teacher. See dues deduction authorization form, Appendix C.

SECTION R. CONTRACT PRINTING

The Board shall furnish one (1) copy of this contract to every teacher hired under provisions of this contract, and shall furnish the Faculty Association with an additional 50 copies.

SECTION 5. LETTER OF APPOINTMENT

DATE

INSTRUCTOR'S NAME
INSTRUCTOR'S ADDRESS

Dear ______________________________:

You have been appointed to: ______________________________________ (describe activity) for the 19 ___ - ___ school year, plus ____________ additional weeks. Your salary schedule placement level for the period will be ____________ at _________________________ (subject to final Master Contract Agreement).

Sincerely,

District Director

I accept the above appointment for my ensuing school year.

_________________ ______________________________
DATE INSTRUCTOR'S SIGNATURE

ARTICLE V. SCHOOL CALENDAR

SECTION A. LENGTH OF SCHOOL YEAR

1. School Calendar, Appendix D

SECTION B. CONVENTIONS

All teachers shall be allowed to attend the WVA annual spring convention. Classes will not be in session and those teachers who do not attend these conventions shall report for in-service duty. There shall be no minimum percentage membership requirement in order to close school.

The Association shall be allowed to send its allowed number of delegates up to eight (8) to professional WEA Convention and area conventions. Other qualified staff members shall, without pay, substitute for the delegates who shall suffer no loss in pay. The Association shall be allowed to designate such convention days.

ARTICLE VI. LEAVES OF ABSENCE AND LIMITED TERM EMPLOYEES

SECTION A. SICK LEAVE AND EMERGENCY LEAVE

1. Ten (10) school days of sick leave credit shall accrue to each teacher per year. This benefit shall be cumulative, and ten full days, or such portion of ten as has not been used, may accumulate up to a total of 60 days, inclusive of the allowance for the current year in which used. No deduction will be made from the salary of any teacher for absence due to sickness provided such absence does not exceed the accumulated number of days available for this purpose. Where sick leave benefits exceed cumulations in a given year, only such portion of benefits as have been earned during the remainder of the year may be adjusted, applied, and paid with final salary installment for the year. Such leave is subject to verification.

2. Part-time day school teachers with a fifty percent (50%) teaching load or greater shall earn sick leave credit on a prorated basis.

3. If a teacher has exhausted his sick leave due to a prolonged period of illness, it shall be the policy of the Board to pay that teacher the difference between his salary and that of a substitute for a period of the contract.

4. The use of sick leave because of illness or death shall be allowed as follows:

    a. A teacher may use sick leave with pay for absence necessitated by incapacitating personal illness or injury or emergency dental care. Sick leave may also be used in the event of serious illness or death in the immediate family. The immediate family is interpreted to include: mother, father, sister, brother, husband, wife, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, or others who are members of the teacher's household. Sick leave may not be applied to cases where the teacher's presence is required as a nurse, or as a caretaker, or to provide for the operation of the family on account of sickness in the family. Sick leave may not be applied to absence for physical examinations required for initial employment.

    b. Absence for funerals other than those of the immediate family shall be limited to two (2) half days per year.

5. The Board shall annually advise all teachers as to the number of days of their cumulative sick leave.

6. Emergency Leave. This leave shall not be charged against sick leave. Salary deductions for absence will be made only for violation of the following conditions:

If the Board or its agents believes that any teacher has abused the privileges of this provision, the teacher shall be charged with an unapproved absence and pay shall be deducted from the teacher's salary at the rate of 1/1330 of annual salary for each hour of unapproved absence.

This leave shall be granted in accordance with the following provisions:

a. Two (2) days of non-accumulating emergency leave may be granted each year.

b. For one such day, such leave shall be used only in situations of urgency for the purpose of conducting those affairs which are impossible to transact after school hours or during weekends; no such restrictions shall apply to the other day.

c. A form for reporting such leave will be available in all schools. Copies will be provided for teacher and supervisor. (Appendix G).

7. In all cases of above leaves, the teacher shall notify the office of Post-Secondary Education at the earlies possible opportunity.

SECTION B. LEAVES OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay shall be granted by the Board upon mutual agreement with the employee or representative. Such leave of absence shall be granted for study related to the teacher's license field, study to meet eligibility requirements for a license other than that held by the teacher, or acceptance of any position that can be considered to upgrade the teacher's ability and therefore, be to the advantage of the school, or for bona fide full-time Association service. Teachers shall return to their previous positions, if they so desire, by notifying the Board by February 1 of the year of leave, or upon the date agreed upon at the time of approval of the leave of absence.

2. Leaves of absence granted in this section shall not receive credit toward annual salary increments on the schedules appropriate to their rank unless agreed to by the Board at the time the leave is granted.

3. The Board agrees to recommend to the Teachers' Retirement Board that the time spent on leave of absence be granted as service credit for retirement purposes and that the employees receiving such leave of absence be permitted to pay regular monthly contributions based upon their earnable salaries as members of the teaching staff for the period of such leave.

SECTION C. MATERNITY LEAVE

1. It is the intent of both parties of this contract to subscribe to all State and Federal rulings pertaining to this section.

2. A leave of absence without pay for a period up to one (1) year shall be granted for maternity to an employee holding a continuing contract.

3. Requests for such leave shall be made to the District Director in writing three (3) months prior to the date the leave shall begin. This request shall be accompanied by a statement from the woman's physician stating projected date of delivery, indicating that in his professional judgement the woman may healthfully continue her duties until the projected date of leave, and that should conditions change at a later date, he will so advise. The request shall also contain a statement indicating the date upon which the instructor intends to return to work. These dates are limited to the beginning of each semester. The instructor must verify the date of her return, in writing, to the District Director by the beginning day of the semester prior to her return to duty.

4. A teacher granted such leave shall retain all benefits as if she were in regular service. She shall continue to accrue seniority for salary increments and all other purposes where seniority is a factor; and her absence shall not be construed as a break in service for any purpose.

5. A teacher on such leave shall be permitted to make her own and the Board's regular contributions to all insurance benefits requiring such contributions unless prohibited by Wisconsin Statutes or by the agency or company involved.

6. The District Director shall reinstate the teacher on maternity leave, as covered in 3. above, upon the presentation of a satisfactory medical report.

SECTION D. DISABILITY LEAVE

1. An employee who qualifies for benefits under the long-term disability provisions of this agreement shall be considered to be on Leave of Absence.

2. The teacher shall continue to accrue seniority for all purposes where seniority is a factor except that such seniority credit for salary increments shall not exceed two (2) years; and the absence shall not be construed as a breach in service for any purpose.

3. The District Director shall reinstate the teacher on leave upon the presentation of a satisfactory medical report. Such reinstatement shall commence at the beginning of the next semester providing that at least 60 days notice is given.

SECTION E. MILITARY AND GOVERNMENT SERVICE LEAVE

1. All school employees drafted for military service or appointed to government service will be granted a leave of absence.

2. Employees affected by this leave may return to the school within six (6) months after their release from military or government service. They shall be eligible for placement in the same salary bracket which they would have attained during their leaves, without loss of seniority.

3. Every effort shall be made to place returning employees with physical handicaps.

SECTION F. JURY DUTY

Teachers who are required to serve on jury duty will receive full salary during the period of such service, subject to their prompt remittance to the Board of an amount equal to the compensation paid them for such jury duty.

SECTION G. SABBATICAL LEAVE

The Board agrees that sabbatical leave is made available to members of the staff under the following limitations:

1. The leave shall not exceed two semesters.

2. All such leaves must have prior approval of the Board.

3. Leaves must be for the purpose of obtaining advanced degree or specific professional experience, for which remuneration is less than the pay the instructor would receive on the staff. Such educational experience should be of the nature that could not be obtained otherwise.

4. Applicants must have completed at least six (6) years of service with the Board.

5. Applications for such leave must be made in writing to the Northeast Wisconsin VTAE District Board.

6. The Board shall meet with the members of the Association to determine the granting of sabbatical leave with final determination resting with the Board.

7. No more than two (2) members of the staff may be granted such leave for any year.

Any instructor granted sabbatical leave shall receive one-half pay, based on the teacher's salary for the year of the sabbatical leave. Any teacher on sabbatical leave shall maintain all benefits of employment. Those granted sabbatical leave shall sign a non-interest bearing note to guarantee to teach or work for the Board at least two (2) years upon returning from such leave. Such a note shall provide that in the event of death, incapacitating injury, or mutual agreement, the note shall be cancelled.

SECTION H. LIMITED TERM EMPLOYEES

If a person is hired to replace a bargaining unit member who has been granted a leave of absence and the position has an expectation of lasting more than one full semester or is contracted for more than one full semester, said individual shall be considered a Limited Term Employee. In the case where a person replaces an individual bargaining unit member who has been granted a leave of absence, has an expectation of less than one semester, but subsequently said leave is extended so that it then has an expectation of more than one semester from date of hire, said individual shall be considered a Limited Term Employee from the date of the change in status.

All limited term employees shall be subject to the Fair Share provision of this contract. Contract provisions which apply shall be the following:

1. Salary Schedule

2. Health Insurance

3. Life Insurance

4. Sick Leave

5. Article IV, Section I
6. Article III, Section D

In addition to the above, the grievance procedure (Article VII) as it applies to the above items shall apply.

In the event that a Limited Term Employee shall subsequently fill a permanent position without a break in service, seniority shall date from the first day of employment as a limited term employee. The three year probationary period shall still commence with the beginning of the date the permanent position was filled.

Employment shall cease for said Limited Term Employees when the leave of absence of the regular employee expires or upon actual return of the regular employee whichever is earlier.

ARTICLE VII. GRIEVANCE PROCEDURES

SECTION A. DEFINITIONS

1. A grievance is a complaint by an employee in the bargaining unit, or the Association, where a policy or practice is considered improper, or unfair; where there has been a deviation from, or the misinterpretation or misapplication of a practice or policy; or where there has been a violation, misinterpretation or misapplication of any provision of any agreement existing between the parties hereto.

2. Wherever the term "school" is used, it is to include work location or functional division or group in which a grievance may arise. Wherever the term "area coordinator" is used, it is to include the administrator or coordinator of any work location or functional division or group. Wherever the term "Director" is used, it is to include the director or any designee of the Board upon whom the Board has conferred authority to act in the Director's place. Wherever the term "teacher" is used, it is to include any member or members of the bargaining unit. Wherever the term "building representative" is used, it is to include the Association building representative or his designee.

SECTION B.

1. The Association shall have the right to present, process, or appeal a grievance at any level in its own behalf.

2. The teacher shall have the right to be represented by counsel or any additional persons he deems necessary at any step in this procedure.

3. If a grievance is of such a clear and present nature as to require immediate action, the Association may appeal to the Director immediately after the informal step.

4. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any teacher by law.

5. No decision or adjustment of a grievance shall be contrary to any provision of this agreement existing between the parties hereto.

6. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the Association to submit an appeal at the next step of this procedure.

7. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

8. The Board or its designee shall make arrangements to allow reasonable time without the loss of salary for Association representatives to investigate grievances. In the event clarification is necessary as to what constitutes reasonable time, the Director, after consultation with the executive committee of the Association, shall make the final determination.

9. All grievances will be processed via forms hereby attached at Appendices E and F.

SECTION C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

Grievances shall be presented and adjusted in accordance with the following procedures:

Any teacher within the bargaining unit with a grievance may first discuss the matter with the area administrator, either directly or accompanied by the Association representative, with the object of resolving the matter informally.

STEP 1 In the event that the matter is not resolved informally, the grievance stated in writing may be submitted to the Director and Association representative within forty-five (45) calendar days of the act or knowledge of the act or condition which is the basis of the grievance.

a. Within three (3) school days after receiving the grievance, the Director shall communicate his (their) decision in writing, together with the supporting reasons.

b. The Director shall furnish one copy to the teacher who submitted the grievance, and two copies to the Association representative.

STEP 2 If the grievance has not been resolved satisfactorily within three (3) school days after receiving the decision of the Director, the aggrieved teacher and/or the Association may appeal the decision at Step 1 to the Board. The appeal shall be in writing and shall be accompanied by a copy of the decision at Step 1.

a. The Board shall hold a hearing on the grievance at the next subsequent Board meeting. It is understood that the appeal must be presented prior to noon on the date of the agenda deadline. Such hearing shall be private.

b. The aggrieved teacher, Association representative, the school administrator, the chairman of the Association grievance committee, or his Association designee, and the Director shall be given at least two (2) school days notice of the hearing.

c. The aggrieved employee shall be present at the hearing except that he/she need not attend where it is mutually agreed that no facts are in dispute and that the sole question before the Board is one of interpretation of a provision or any agreement between the parties thereof or of what is established policy or practice.

d. Within five (5) school days after the hearing on the appeal, the Board shall communicate its decision, in writing, together with the supporting reasons to all parties present at the hearing.

STEP 3 If the decision of Step 2 is rendered unsatisfactory to the aggrieved party, the Association may, within forty-five (45) calendar days, appeal the decision of the Board directly to the Wisconsin Employment Relations Commission for arbitration.

a. The decision of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to him/her at the hearing and in writing.

b. The decision of the arbitrator, if made in accordance with his/her jurisdiction and authority under this agreement, will be accepted as final by the parties to the dispute and both parties will abide by it.

c. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from or adding to the provisions of this agreement.

ARTICLE VIII. BULLETIN BOARDS AND SCHOOL FACILITIES

SECTION A. BULLETIN BOARDS

The Association shall be provided adequate bulletin board space in a place readily accessible to all teachers. Such space shall be used for the posting of notices and other material relating to Association activities. The bulletin board space allocated shall be identified with the name of the Association. The president of the Association or his representative shall have the responsibility for posting material on the bulletin board.

SECTION B. MAIL BOXES

The Association shall have the right to place material in the mail boxes of teachers and other professional employees. Placement will be made by the authorized representative of the Association.

SECTION C. MEETINGS IN THE SCHOOL

1. On twenty-four hours' notice to the administration of the school, the authorized representative of the Association shall have the right to schedule meetings in the building before and after regular duty hours and during lunch time of the employees involved, except that such meetings shall not conflict with previously scheduled meetings or activities in time or location. No meetings will be permitted at times when the building is not serviced by maintenance staff.

2. Announcements of general interest can be read by staff members at any staff meetings, provided administration is notified in advance of the announcements and consents to such readings.

SECTION D. BOARD AGENDA

1. The Association shall, upon its request, be provided with copies of minutes of Board meetings as soon as possible after such meetings.

2. A copy of the official agenda of such meetings will be given to the Association prior to said meetings. The Association shall, upon its request, be entitled to appear on the Board agenda and/or to speak on any issues of said agenda before a vote is taken on such issues.

ARTICLE IX. CONFORMITY TO LAW, SAVING CLAUSE

SECTION A.

If any provisions of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiation with the Association.

SECTION B.

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

CONFORMITY TO LAW: NON-DISCRIMINATION

It is agreed that both parties to this contract shall support non-discriminatory employment practices and that nothing in this agreement shall violate the rights of any individual based on sex, race, creed, religion or handicap.

ARTICLE X. DURATION OF AGREEMENT

SECTION A.

In accordance with Wisconsin Statutes, this agreement and each of its provisions, shall be binding on both parties from August 24, 1985, and shall continue in force and effect through August 23, 1987.

SECTION B.

Negotiations for subsequent agreements will commence no later than February 1, 1987.

ARTICLE XI. AGREEMENT

SECTION A.

This agreement covers wages, hours and working conditions for the period listed and any other statements, policies, rules or regulations conflicting with this agreement are subject to the terms of this agreement.

SECTION B.

With regard to matters not covered by this agreement, the Board agrees that it will make no changes in existing policy regarding wages, hours, and working conditions without appropriate prior consultation and negotiations with the Association.

SECTION C.

Negotiations may be initiated at the written request of either party. The collective bargaining representatives of the Board and the Association shall meet, unless mutually agreed, within four (4) days of the receipt of the communication and shall continue to meet until either the matter being negotiated has been resolved by agreement, or an impasse has been reached and mediation procedures to resolve the disagreement have been invoked.

______________________________ EMPLOYER	______________________________ ASSOCIATION BARGAINING COMMITTEE
TITLE ______________________	TITLE ______________________
DATE ______________________	DATE ______________________

ADDENDUM

A joint Field Service Committee of teachers and administrators shall be formed, comprised of three (3) teaches and three (3) administrators.

The duties of the committee shall be to review and develop criteria as it affects the agreement concerning Field Service courses.

The committee shall report by February 1, 1987 its findings and recommendations to the negotiating committee of each party to be utilized in the development of a workable definition.

APPENDIX A-I

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 24, 1985 THRU AUGUST 23, 1986

STEP PLACEMENT	B	B+8	B+16	B+24	MC	M
1	16,875	17,195	17,515	17,835	18,095	18,620
2	17,800	18,120	18,440	18,760	19,035	19,590
3	19,680	20,000	20,320	20,640	20,925	21,500
4	20,540	20,860	21,180	21,500	21,840	22,515
5	21,395	21,715	22,035	22,355	22,745	23,525
6	22,260	22,580	22,900	23,220	23,660	24,535
7	23,120	23,440	23,760	24,080	24,615	25,690
8	23,975	24,295	24,615	24,935	25,570	26,845
9	24,840	25,160	25,480	25,800	26,530	27,995
10	25,695	26,015	26,335	26,655	27,485	29,150
11	26,555	26,875	27,195	27,520	28,450	30,305
12	27,425	27,745	28,065	28,385	29,455	31,590

1. Those instructors obtaining +8, +16 and +24 approved credits beyond their Master Craftsmen or Masters column shall receive $320 for +8 credits; $640 for +16 credits; and $960 for +24 credits.

2. For the purpose of this agreement, employees in the 12th step of the salary schedule for the 1983-84 school year shall receive an added $500.

APPENDIX A-II

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

SALARY SCHEDULE

EFFECTIVE AUGUST 24, 1986 THRU AUGUST 23, 1987

STEP PLACEMENT	B	B+8	B+16	B+24	MC	M
1	17,760	18,080	18,400	18,720	19,010	19,595
2	18,730	19,050	19,370	19,690	20,000	20,615
3	20,710	21,030	21,350	21,670	21,990	22,625
4	21,615	21,935	22,255	22,575	22,945	23,690
5	22,515	22,835	23,155	23,475	23,905	24,760
6	23,425	23,745	24,065	24,385	24,860	25,815
7	24,330	24,650	24,970	25,290	25,870	27,030
8	25,230	25,550	25,870	26,190	26,875	28,245
9	26,140	26,460	26,780	27,100	27,885	29,460
10	27,040	27,360	27,680	28,000	28,890	30,675
11	27,945	28,265	28,585	28,910	29,905	31,890
12	28,860	29,180	29,500	29,820	30,960	33,245

1. Those instructors obtaining +8, +16 and +24 approved credits beyond their Master Craftsmen or Masters column shall receive $320 for +8 credits; $640 for +16 credits; and $960 for +24 credits.

2. For the purpose of this agreement, employees in the 12th step of the salary schedule for the 1984-85 school year shall receive an added $500.

APPENDIX B

FORM FOR FORMAL PROFESSIONAL ANALYSIS

PRE-OBSERVATION CONFERENCE FORM

_____ SEMESTER, 19 ____ - ____

INSTRUCTOR ________________________________ DATE ____________________

COURSE ____________________________________ COURSE NUMBER ___________

OBJECTIVES:

CONTENT TO BE COVERED:

METHODS/TEACHING STRATEGIES:

HOW DO YOU (AS AN INSTRUCTOR) DETERMINE IF OBJECTIVES ARE MET?

SEMESTER, 19 ___ - ___

INSTRUCTOR ______________________ DATE ______________

COURSE ______________________ COURSE NUMBER __________

INSTRUCTIONS: Check the appropriate line(s) for type of instructional activity.

___ Lecture
___ Discussion
___ Demonstration
___ Laboratory
___ Shop
___ Experimentation
___ Individual Study
___ Other

INSTRUCTIONS: Check the appropriate item for each statement of the teaching performance. Space for comment is provided below.

	Competency Evident	Needs Improvement	Does Not Apply For This Class, Lab or Shop
A. INTRODUCTION OF LESSON			
1. Presentation (Content, Effect)	___	___	___
2. Organization	___	___	___

Comments: Observer -

Instructor -

	Competency Evident	Needs Improvement	Does Not Apply For This Class, Lab or Shop
B. PRESENTATION OF LESSON			
1. Competency in presentation.	___	___	___
2. Objectives defined and known.	___	___	___
3. Presentation consistent with lesson and course objectives.	___	___	___
4. Utilized various teaching methods. (Discussion, reports, demonstrations, etc.)	___	___	___
5. Utilized teaching aids effectively.	___	___	___
6. Illustrations and work clear and understandable.	___	___	___

	Competency Evident	Needs Improvement	Does Not Apply For This Class, Lab or Shop
7. Lectures, general presentation, discussion understandable.			

Comments: Observer -

Instructor -

C. ENCOURAGE STUDENT PARTICIPATION IN:

	Competency Evident	Needs Improvement	Does Not Apply For This Class, Lab or Shop
1. Contributing to instructional activity.			
2. Note taking, use of assignments and/or job sheets.			
3. Value judgments (safety, time utilization, etc.).			

Comments: Observer -

Instructor -

D. INSTRUCTOR CHARACTERISTICS:

	Competency Evident	Needs Improvement	Does Not Apply For This Class, Lab or Shop
1. Enthusiasm for subject and teaching.			
2. Sensitive to students' needs and opinions.			
3. Fair and impartial treatment of students.			
4. Sound adult student relationship.			
5. Voice, diction and delivery.			
6. Recognition of student differences (grading, assignments or jobs, individual assistance).			

Comments: Observer -

Instructor -

	Competency Evident	Needs Improvement	Does Not Apply For This Class, Lab or Shop
E. PHYSICAL CONDITIONS			
1. Teaching areas organization (system of storage distribution of equipment, etc.)	____	____	____
2. Room environment (lights, equipment, etc.).	____	____	____
3. Safety practice evident.	____	____	____

Comments: Observer -

Instructor -

F. POST-OBSERVATION CONFERENCE COMMENTS:

SIGNED ______________________ (INSTRUCTOR)

SIGNED ______________________ (OBSERVER) (DATE)

APPENDIX C

DUES AUTHORIZATION FORM

EFFECTIVE AFTER SEPTEMBER 15, 1974

I hereby authorize the NWTI District Board to deduct monthly from my earnings on the 15th of each month and transmit to the Treasurer of the NWTI Faculty Association (the recognized bargaining unit) an amount as certified each school year by the Treasurer of the Association and that such authorization for deduction of dues shall continue in force until my employment terminates or upon written revocation thirty (30) days prior to the first payday of the ensuing school year.

____
(MEMBER'S NAME - PRINTED)

____
(MEMBER'S SIGNATURE)

____
(DATE)

APPENDIX D-I

NORTHEAST WISCONSIN TECHNICAL INSTITUTE

1986-87 ACADEMIC CALENDAR

JULY

MON	TUE	WED	THU	FRI
	1	2	3	4 H
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27 O	28 T	29 T

SEPTEMBER

MON	TUE	WED	THU	FRI
1 H	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

OCTOBER

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

NOVEMBER

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27 H	28 -

DECEMBER

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22 -	23 -	24 -	25 -	26-
29 -	30 -	31 -		

JANUARY

MON	TUE	WED	THU	FRI
			1 H	2 -
5	6	7	8	9
12	13	14	15	16 R
19 B	20	21	22	23
26	27	28	29	30

FEBRUARY

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

MARCH

MON	TUE	WED	THU	FRI
2	3	4	5	6T
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

APRIL

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9 C	10 C
13	14	15	16	17
20 H	21 -	22 -	23 -	24
27	28	29	30	

MAY

MON	TUE	WED	THU	FRI
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25 H	26	27	28	29

JUNE

MON	TUE	WED	THU	FRI
1	2	3	4 R	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

Instructional Days		174
CON	Convention	2
(T)	In Service	3
(R)	Record	2
(H)	Holiday	6
(-)	Recess	-
(0)	Orientation	(½)

Employees in programs which are not designed to fit the standard academic calendar shall be obligated for a comparable number of days including in-service, holidays, records days, instructional days and convention days.

Faculty required to teach during orientation, records or convention days (i.e., apprenticeship), shall receive release time for corresponding activities elsewhere during the term by mutual agreement.

APPENDIX D-II

NORTHEAST WISCONSIN TECHNICAL INSTITUTE

1987-88 ACADEMIC CALENDAR

JULY

MON	TUE	WED	THU	FRI
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST

MON	TUE	WED	THU	FRI
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

SEPTEMBER

MON	TUE	WED	THU	FRI
	1	2 O	3 T	4T
7 H	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

OCTOBER

MON	TUE	WED	THU	FRI
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26 H	27 -
30				

DECEMBER

MON	TUE	WED	THU	FRI
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24 -	25H
28 -	29 -	30 -	31 -	

JANUARY

MON	TUE	WED	THU	FRI
				1 H
4	5	6	7	8
11	12	13	14	15
18	19	20	21 R	22 B
25	26	27	28	29

FEBRUARY

MON	TUE	WED	THU	FRI
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29				

MARCH

MON	TUE	WED	THU	FRI
	1	2	3	4T
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL

MON	TUE	WED	THU	FRI
				1
4 H	5 -	6 -	7 -	8 -
11	12	13	14 C	15 C
18	19	20	21	22
25	26	27	28	29

MAY

MON	TUE	WED	THU	FRI
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30 H	31			

JUNE

MON	TUE	WED	THU	FRI
		1	2	3
6 R	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Instructional Days		174
CON	Convention	2
(T)	In Service	3
(R)	Record	2
(H)	Holiday	6
(-)	Recess	-
(O)	Orientation	(½)

Employees in programs which are not designed to fit the standard academic calendar shall be obligated for a comparable number of days including in-service, holidays, records days, instructional days and convention days.

Faculty required to teach during orientation, records or convention days (i.e., apprenticeship), shall receive release time for corresponding activities elsewhere during the term by mutual agreement.

APPENDIX E

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

FORM FOR FILING GRIEVANCE

DATE ____________________

AGGRIEVED PERSON ____

BASE SCHOOL ____

PERSON SUBMITTING THIS REPORT, IF OTHER THAN THE AGGRIEVED PERSON ____________________

GRIEVANCE FILE WITH ____

DATE FACTS BECAME KNOWN ____

ARTICLE ________ SECTION ________ PARAGRAPH ________ ALLEGEDLY VIOLATED

WHAT PREVIOUS ACTION HAS BEEN TAKEN TO RESOLVE THE PROBLEM?

____

____

____

GRIEVANT EXPLANATION OF ALLEGED VIOLATION:

RELIEF REQUESTED:

COPIES OF THE REPORT SENT TO THE FOLLOWING:

APPENDIX F

NORTHEAST WISCONSIN VOCATIONAL, TECHNICAL AND ADULT EDUCATION DISTRICT

FORM FOR ANSWERING ALLEGED GRIEVANCE

DATE ____________________

NAME OF PERSON ANSWERING GRIEVANCE ____

NAME OF GRIEVANT ____

NAME OF PERSON FILING GRIEVANCE
IF OTHER THAN GRIEVANT ____

COPIES SENT TO:

ANSWER TO GRIEVANT:

APPENDIX G

NORTHEAST WISCONSIN TECHNICAL INSTITUTE

ABSENCE REPORT

Date ______________________

Name ______________________

I. ☐ Marinette
☐ Green Bay
☐ Sturgeon Bay

II. ☐ Admin. ☐ Instructional ☐ Custodial
☐ Clerical ☐ Para-Prof. ☐ Other

III. Employee is ☐ Full Time ☐ Less than Full Time

IV. Dates Requested/Absent

Dates: ______________________

1) ☐ Illness, self
2) ☐ Illness, family member (describe)
3) ☐ Funeral, family member
4) ☐ Funeral, non-family member
5) ☐ Jury Duty

V. Indicate total hours requested/absent

Hours: ______________________

6) ☐ Paid Leave of Absence (describe)
7) ☐ Unpaid Leave of Absence (describe)
8) ☐ Emergency Leave (describe)
9) ☐ Vacation/Non-Contract Time
10) ☐ Other (describe)

Description: ______________________

____

Date ______________ Employee Signature ______________________

ROUTING PROCEDURE:

Emergency leave, paid or unpaid leave requests (items 6, 7, 8) Route to – Supervisor, Campus Administrator, Payroll.
All other absence reports Route to – Supervisor & Payroll.

Recommendation/Comment: ______________________

____

Supervisor

☐ Approve
☐ Disapprove

Signature ______________________

Paid, Unpaid and Emergency Leave

☐ Approve ☐ Approve
☐ Disapprove ☐ Disapprove

Administrator and/or Director ______________________

Rev. 7/82

ORIGINAL–PAYROLL YELLOW COPY–SUPERVISOR PINK COPY–EMPLOYEE

APPENDIX H

APPLICATION FOR

NWTI MASTER CRAFTSMAN CLASSIFICATION

PART I

DATE ______________

TO: Administrator of Educational Services

1. I, ____, wish to request
(INSTRUCTOR'S NAME)
prior approval for candidacy for the Master Craftsman Classification as described in the Master Contract now in effect.

2. Eligibility: Candidacy is based upon the following: ______________

____

____

____

____

3. Justification: State reasons candidacy is requested for Master Craftsman. (Use back of sheet if required).

______________ INFORMAL MEETING DATE _____ APPROVED _____ DISAPPROVED

REASON/RATIONALE

____

____

____

____
SIGNATURE

APPLICATION FOR

NWTI MASTER CRAFTSMAN CLASSIFICATION

PART II

Program for attainment of the Master Craftsman Classification as described in the Master Contract now in effect.

DATE ____________________

1. Certification: Certification must be complete prior to attainment of Master Classification (may be taken in conjunction with program, but credits do not apply to credits required below).

   Certification Date ____________________________

2. Twenty-four (24) approved semester credits, beyond certification are required as follows:

   A. Related Academic Activities - at least 12 credits relating to instructional area required.

   B. Instructional Skill Building

      Each candidate shall earn at least six (6) credits or credit equivalencies in subject areas designed to increase the instructional skills of the instructor.

   C. Occupational Experience

      New occupational experience approved in advance may be used for credit at the rate of one credit for each 173 hours of said experience. Each candidate shall earn at least three (3) such credits or credit equivalencies.

PART II (CONTINUED)

D. Electives

The prescribed program shall contain provisions for three (3) credits of electives selected by the participant within the categories A, B, and C described above.

E. Institutes, Seminars and Workshops

Approved institutes, seminars, and workshops shall carry one full credit for each 40 hours of full week unless credits are assigned by the sponsors in which case said assigned credits shall be used.

F. Variations

Variations in the above requirements may be made by the Educational Services Administrator, subject to a letter of understanding and agreement from the Faculty Association.

All credits earned shall be verified by submitting original transcripts, official letters verifying occupational experience, or other records substantiating institute, seminar, or workshop attendance to the District Director.

TEACHING ASSIGNMENTS
HOUR - PERCENT LOAD
BREAKDOWN

	GROUP	GROUP	GROUP	GROUP				GROUP	
	I	II	III	IV				V	
PERIODS	30	26	24	21	20	19	22	35	PERIODS
1	3	4	4	5	5	5	5	3	1
2	7	8	8	10	10	11	9	6	2
3	10	12	13	14	15	16	14	9	3
4	13	15	17	19	20	21	18	11	4
5	17	19	21	24	25	26	23	14	5
6	20	23	25	29	30	32	27	17	6
7	23	27	29	33	35	37	32	20	7
8	27	31	33	38	40	42	36	23	8
9	30	35	38	43	45	47	41	26	9
10	33	38	42	48	50	53	45	29	10
11	37	42	46	52	55	58	50	31	11
12	40	46	50	57	60	63	55	34	12
13	43	50	54	62	65	68	59	37	13
14	47	54	58	67	70	74	64	40	14
15	50	58	62	71	75	79	68	43	15
16	53	62	67	76	80	84	73	46	16
17	57	65	71	81	85	89	77	49	17
18	60	69	75	86	90	95	82	51	18
19	63	73	79	90	95	100	86	54	19
20	67	77	83	95	100	105	91	57	20
21	70	81	88	100	105	111	95	60	21
22	73	85	92	105	110	116	100	63	22
23	77	88	96	110	115	121	105	66	23
24	80	92	100	114	120	126	109	69	24
25	83	96	104	119	125	132	114	71	25
26	87	100	108	124	130	137	118	74	26
27	90	104	112	129	135	142	123	77	27
28	93	108	117	133	140	147	127	80	28
29	97	112	121	138	145	132	132	83	29
30	100	115	125	143	150	158	136	86	30
31	103	119	129	148	155	163	141	89	31
32	107	123	133	152	160	168	145	91	32
33	110	127	138	157	165	174	150	94	33
34	113	131	142	162	170	179	155	97	34
35	117	135	146	167	175	184	159	100	35
36	120	138	150	171	180	189	164	103	36
37	123	142	154	176	185	195	168	106	37
38	127	146	158	181	190	200	173	109	38
39	130	150	162	186	195	205	177	111	39
40	133	154	167	190	200	211	182	114	40

ADDENDUM - EARLY RETIREMENT
FACULTY HEALTH BENEFIT PROGRAM CONTINUATION

The following agreement between the Faculty Association and the District Board of the Northeast Wisconsin Technical Institute resulted from bargaining for the 1985-87 Master Working Agreement between the parties. This agreement and the rights which it provides are binding on the parties and disputes thereto are subject to the contractual grievance procedure.

I. Benefit Eligibility

A. For initial eligibility, the faculty member must have 15 years of continuous service in the bargaining unit, excluding unpaid leave but including the full contract year in which application is made.

B. For initial eligibility, the faculty member must be eligible for the immediate payment of retirement benefits from the Department of Employee Trust Funds, State Teacher's Retirement System, as of the effective date of resignation for retirement.

C. Eligibility permanently ceases should the faculty member become eligible for other employer group health coverage (i.e., by virtue of spouse eligibility or as a dependent except should such coverage by "rated" or non-standard group coverage) or when said faculty member becomes eligible for Medicaid/Medicare or like successor federal health programs.

II. Application Procedure

A. All employees eligible shall receive the benefit so long as they meet the notice requirement. Notice shall consist of a timely formal resignation for the purpose of retirement. The effective date of retirement shall be at the end of a regular semester or teaching cycle.

B. Timely shall mean coincidental with the return of the statutory individual contract, or as otherwise provided by District policy (June 1) or as otherwise mutually agreed.

C. Resignation for retirement may be conditioned upon the employee meeting the initial eligibility requirements.

III. Benefit

A. For eligible employees a "paper benefit value" shall be determined. This value shall initially be equal to 30% of the employees regular salary during their last contract year (staff who's individual contract status has changed during the prior five (5) years shall have the 30% calculated from the most frequent contract load).

B. So long as a retiree remains continuously eligible and credits remain (IIIA) and the employee wishes, the District shall continue the District's health benefit program under the same terms and conditions as active employees, debiting each month the figure determined in IIIA above.

IV. Duration of Benefits

A. Benefits shall continue so long as the individual remains eligible and credits exist.

B. The "sunset provision" listed below shall act only to restrict new staff eligibility. Staff already qualified for the benefit and having credit available shall continue to receive the benefit even if beyond the sunset date.

The above program is agreed to as a separate memorandum of agreement, resulting from the 1985 contract negotiations. Except with regard to enforcing benefits for those already eligible, this agreement shall cease on August 23, 1990.

FOR THE FACULTY ASSOCIATION SPOKESPERSON/BARGAINING CHAIR	FOR THE NWTI DISTRICT BOARD SPOKESPERSON/NEGOTIATIONS CHAIR
DATE	DATE

the agreement between

The Southwest Wisconsin Board
Of
Vocational, Technical & Adult
Education
And
The Professional Staff Association
1985-1987

Southwest Wisconsin Vocational-Technical Institute
Success
Skills
Knowledge

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ARTICLE I BARGAINING UNIT

Section 1.01. The Board officially recognizes the Professional Staff Association as the sole and exclusive bargaining representative for all full-time teaching personnel in degree, diploma, and certificate programs, including the librarians, counselors, school nurse, emergency medical technician instructors, and GOAL instructors. A full-time instructor is one who is employed 50 percent or more of a full load per semester. Fifty percent (50%) or more of a full load per semester is defined as an employment average of 18 hours per week per semester.

Exclusions from the bargaining unit include, but are not limited by enumeration to, administrators, coordinators, division chairpersons, the media specialist, business and industrial liaison, and other supervisory personnel.

Unless otherwise indicated, employees in this unit will be hereinafter referred to as "teachers," "instructors," or "employees"; and references to male instructors will include female instructors.

The Board of Southwest Wisconsin Vocational, Technical and Adult Education District will hereinafter be referred to as "the Board" or its lawfully authorized representative.

The term "District Director" throughout this contract has reference to the District Director or his lawfully authorized designee.

ARTICLE II MANAGEMENT RIGHTS

Section 2.01. Except as otherwise expressly provided in this Agreement, the management of the District and direction of all personnel are vested exclusively in the District; and the Board accordingly retains and reserves, without limitation, unto itself and its duly authorized administrative representatives all powers, rights, authorities, duties, and responsibilities conferred upon and vested in the Board and such representatives by the constitutions and laws of the State of Wisconsin and the United States of America, including, but without the generality of the foregoing being limited because of enumeration, the following rights:

(a) Executive management and administrative control of the school system and its properties and facilities and the school-assigned activities of its employees.

(b) Hiring of all employees and, subject to the provisions of law, determining their qualifications and the conditions for their continued employment or discontinuance thereof; for their suspension, dismissal, or other disciplining; and for the promotion and transfer of all employees.

(c) Establishment of curricula, programs of instruction including special programs and courses of study required subject to the provisions of law and the directives of the State Board of Vocational, Technical and Adult Education (hereinafter called "State Board"), and development and administration of evaluations of such curricula, programs and courses, all as deemed necessary or advisable by the Board.

(d) Establishment of co- and/or extracurricular activities and programs as deemed necessary or advisable by the Board.

(e) Deciding upon the means and methods of instruction, selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.

(f) Determination of class schedules; hours of instruction; duties, responsibilities, and assignments of instructors and other employees with respect to administrative and nonteaching activities; and the terms and conditions of employment.

ARTICLE III GRIEVANCE PROCEDURE

Section 3.01. The primary purpose of this procedure is to ensure that an equitable solution will be worked out for problems that arise under this Agreement.

Section 3.02. A grievance shall mean a dispute involving the interpretation or application of the terms of this Agreement.

Section 3.03. General Applications

(a) The PSA shall have the right to present, process, or appeal a grievance at any level in its own behalf.

(b) An instructor shall have the right to be represented by counsel of his choosing at any step of this procedure.

(c) Steps one (1) and two (2) of Section 3.04 may be waived with the mutual consent of both parties.

(d) No decision or adjustment of a grievance shall be contrary to any provision of this Agreement existing between the parties hereto.

(e) The PSA shall have the right to be present at all meetings regarding a grievance regardless of the party filing the grievance. This does not include the informal discussion at Step 1.

(f) Failure to communicate the decision of a grievance at any step of this procedure within the specified time limit shall permit the PSA to submit an appeal at the next step of this procedure. However, time limits as specified may be extended at any time by mutual agreement in writing.

(g) The instructor involved in grievance investigations shall conduct such business outside of his scheduled class time. If a meeting related to a grievance is scheduled during class time and an involved instructor cannot obtain class coverage, the District shall be responsible for class coverage.

Section 3.04. Procedure

Step 1. Any instructor within the bargaining unit may first discuss the grievance with the Supervisor or appropriate administrator with the object of solving the matter informally. The instructor may waive this step in the procedure if he so desires and proceed immediately to the first formal step.

Step 2. In the event that the matter is not resolved informally, the grievance, stated in writing, shall be submitted to the District Director or his designee, Instructional Services Administrator, and the PSA within 20 calendar days following the time the grievant or PSA knew of the act or condition, or should have known of the act or condition, which is the basis for the grievance.

(a) Within seven (7) school days after the receipt of the appeal, the Director or his designee shall hold a meeting on the grievance.

(b) The complainant, the PSA representative or representatives, and the Supervisor shall be given at least one (1) school day notice of the meeting.

(c) The complainant shall be present at the meeting unless there is mutual agreement that no facts are in dispute and that the sole question before the Director or his designee is one of interpretation of a provision of the Agreement between the parties thereof.

(d) Within five (5) school days after the meeting on the appeal, the Director or his designee shall communicate his decision, together with his basis for the decision, in writing to the complainant and the PSA representative.

Step 3. If the grievance is not resolved satisfactorily, the complainant and/or the PSA may appeal, within seven (7) school days, to the Board. The appeal shall be in writing and shall include a copy of the original appeal and the decision at Step 2.

(a) Within twenty (20) school days after the receipt of the appeal, the Board shall hold a meeting.

(b) The complainant, the PSA representative, the Instructional Services Administrator, the Director, and the President of the PSA shall be given at least three (3) school days' notice of the meeting.

(c) Within five (5) school days after the meeting on the appeal, the Board shall communicate its decision in writing, together with its basis for the decision, to the complainant and the PSA.

Step 4. If the grievance is not resolved satisfactorily, the PSA may appeal, within fifteen (15) school days, directly to the Wisconsin Employment Relations Commission for arbitration.

(a) The Commission shall appoint a member of its staff as an arbitrator. Either party may object to the person so appointed. Thereupon, the parties shall meet for the purpose of selecting a mutually agreeable member of the Commission's staff to serve in such capacity. In the event that the parties cannot reach agreement on the staff member to serve as the arbitrator, or the member so selected refuses or is otherwise unable to so serve, the parties shall jointly request the Commission to furnish a panel of five candidates to serve as such arbitrator. The parties shall each have the right alternately to strike two names, and the remaining person shall be the mutually accepted arbitrator for the grievance.

(b) The decision and award of the arbitrator shall be in writing and shall set forth opinions and conclusions on the issue submitted to him at the time of the hearing or in writing.

(c) The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding.

(d) Any arbitration costs mutually accrued shall be shared equally by the Board and the PSA.

(e) The authority of the arbitrator shall be limited to a determination of whether or not there has been a violation of this Agreement and to fashion an appropriate remedy in the event thereof.

(f) Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from, or adding to, the provisions of this Agreement.

ARTICLE IV CERTIFIED PERSONNEL - CERTIFICATION

Section 4.01. All professional employees shall be properly certified by statutory enactment and/or Board of Vocational, Technical and Adult Education.

ARTICLE V WORKING CONDITIONS

Section 5.01. Work Load and Schedule

(a) The instructor's regular workweek shall be Monday through Friday.

(b) The span of work time, including class time for each instructor, shall not exceed eight (8) hours (including a meal period) between the hours of 7:30 a.m. and 4:30 p.m. Instructors shall take one meal period of one hour duration each day. This meal period shall be scheduled between the hours of 11:30 and 1:30. If the need arises, an instructor, upon notification to the immediate supervisor, may select another noncontact period for a specific day. The Administration shall not call a meeting during the scheduled time designated as the faculty meal period (11:30-1:30) so as to prevent faculty from a full meal period. Any exception to these provisions shall be by mutual agreement between the instructor and administration.

(c) To have all work in classes function smoothly, instructors should be present in their classrooms, labs, or shops, whenever possible, five (5) minutes in advance of all classes which they are to instruct. Instructors are expected to be available to students who may wish to meet with them at a mutually convenient time. If an instructor finds it necessary to leave the campus during his noncontact periods, he shall notify his immediate supervisor and shall indicate where he may be reached by phone if it is necessary to do so. This notification shall not be required during the instructor's meal period. Instructors shall spend a minimum of 35 hours per week on campus or work locations. Office hours for student conferences will be prescheduled and posted. Instructors shall attend meetings called by the Administration unless they are excused by the District Director or are teaching at the time of the meeting. Instructors shall be given at least two (2) school days' notice of such meetings.

(d) Counselors shall be responsible to meet with students no more than thirty (30) hours per week.

(e) An instructor will be assigned a class load based on the following percentages.

Page 6 of 31

	Percent Teaching Load			
Number of Hours	Lecture	Lab/Shop	Shop*	Other
1	4.55	4.17	3.85	2.86
2	9.09	8.33	7.69	5.71
3	13.64	12.50	11.54	8.57
4	18.18	16.67	15.38	11.43
5	22.73	20.83	19.23	14.29
6	27.27	25.00	23.08	17.14
7	31.82	29.17	26.92	20.00
8	36.36	33.33	30.77	22.86
9	40.91	37.50	34.62	25.71
10	45.45	41.67	38.46	28.57
11	50.00	45.83	42.31	31.43
12	54.55	50.00	46.15	34.29
13	59.09	54.17	50.00	37.14
14	63.64	58.33	53.85	40.00
15	68.18	62.50	57.69	42.86
16	72.73	66.67	61.54	45.71
17	77.27	70.83	65.38	48.57
18	81.82	75.00	69.23	51.43
19	86.36	79.17	73.08	54.29
20	90.91	83.33	76.92	57.14
21	95.45	87.50	80.77	60.00
22	100.00	91.67	84.62	62.86
23		95.83	88.46	65.71
24		100.00	92.31	68.57
25			96.15	71.43
26			100.00	74.29
27				77.14
28				80.00
29				82.86
30				85.71
31				88.57
32				91.43
33				94.29
34				97.14
35				100.00

(f) If a computed load is below 95 percent, a special assignment shall be given to bring the load up to at least 95 percent. No reduction in pay shall result for a 95-99 percent load. This does not apply to instructors whose work load is set at less than 95 percent.

(g) Any computed load range from 101 percent to and including 105 percent shall require, where possible, that the instructor's next semester work load will be reduced proportionately to the overload which has occurred.

(h) Instructors who, by mutual agreement, accept an overload assignment beyond 105 percent shall be reimbursed for that semester according to the percentage of load assigned; i.e., the percentage of salary received shall be equal to the percentage of load for that semester. All overload assignments beyond 105 percent shall be by mutual agreement between the instructor and the Administration. An instructor may choose to accept an evening school assignment in order to bring his teaching load up to at least 95 percent. Any underload assignments (below the computed 95 percent) shall be by mutual agreement. In the event that an instructor refuses to accept an assignment to bring his work load up to at least 95 percent, the instructor's pay shall be prorated accordingly.

*Shop load calculations will be eliminated for the 1986-87 school year and thereafter.

(i) An instructor shall be assigned to a schedule that requires no more than five (5) preparations during any given week. When it is necessary to assign additional preparations, the instructor shall be given credit on his work load according to the following table:

$$\frac{\text{Basic Computed Percent Work Load}}{\text{Number of Preparations}} \times .5 \times \left(\begin{array}{c}\text{Total Prep-}\\ \text{arations} - 5\end{array}\right) = \begin{array}{l}\text{Additional percentage}\\ \text{work load which shall be}\\ \text{added to the instructor's}\\ \text{Basic Computed Percent}\\ \text{Work Load}\end{array}$$

(1) Each course which meets two (2) or more hours each week with a different six-digit (6-digit) course number shall count as one (1) preparation.

(2) Three (3) courses which meet one (1) hour each during a week, regardless of course number, shall count as one (1) preparation. For each additional total of three (3) courses of one (1) hour each, one (1) additional preparation shall be added.

(3) Stacked classes count as one (1) preparation.

(4) Special assignments do not count as additional preparations.

Section 5.02. Personnel File

(a) If any material is to be placed in an instructor's file, the instructor shall receive a copy of the material to be placed in the file; and this material shall include the name of the person originating the material.

(b) An instructor shall have the right to answer any materials to be placed in the file and said answer shall be attached to the related material in the file.

(c) There shall be only one personnel file for each instructor; no duplicate, confidential, secret, or secondary personnel file may be kept. The official single file shall be kept on the campus of major assignment. Upon request, the instructor shall have the right to see any material placed in the file. The instructor may have copies of material reproduced. PSA representatives may examine individual files upon written authorization from the instructor involved. Confidential documents received pursuant to initial placement may be excluded from this provision. This provision shall not prohibit the appropriate supervisor from maintaining open working files on instructors; however, only documents kept in an instructor's personnel file shall affect the instructor's employment status in the District.

(d) Record of grievances filed shall not be placed in the instructor's personnel file.

(e) The instructor shall be permitted to place in his file any material which is pertinent to his professional career, performance, and qualifications.

Section 5.03. Formal Evaluation Procedures

(a) Instructor evaluation procedures are recognized to be a cooperative effort between the instructor and his immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

(b) Evaluations of the work performance of an instructor shall be conducted openly, fairly, and efficiently, at least once per year and with prior notification not later than the end of the previous school day.

(c) Within five (5) school days of each evaluation of the work performance of an instructor, such instructor shall be provided with a full and complete written report of the evaluation, including suggestions for improvement, where appropriate; and a conference between the instructor and the appropriate supervisor or qualified teaching evaluator making the evaluation shall be held for the purpose of implementing improvements or changes in the education procedures, techniques, materials, or facilities available.

(d) The instructor shall sign a copy of each written report to acknowledge receipt of his copy. The instructor shall have the right to attach his comments to the supervisor's written report.

(e) When a serious inadequacy is noted in an instructor's performance, he shall be notified in writing by the supervisor as soon as this inadequacy becomes evident. A serious inadequacy is one which if it reoccurs consistently could result in the termination of the instructor's employment. When the inadequacy is of such a nature that termination of employment is being considered, the PSA shall be informed in writing of such possibility and of the fact that an inadequacy exists with regard to a particular instructor, unless the instructor requests in writing that the PSA not be so informed. This subsection shall only apply to nonprobationary staff members.

(f) Written student evaluations shall be used by instructors and shall be for the purpose of improvement of instruction. Disclosure of such evaluation shall be at the instructor's option. This provision shall not prevent the appropriate supervisor from requesting and using written student evaluations; however, said evaluations shall not be used as the sole criteria to affect the instructor's employment status in the District.

(g) Formal evaluations will be filed in the instructor's personnel file.

Section 5.04. Fair Dismissal, Discipline, Layoff, and Recall Policy

(a) Any instructor who has received his third employment contract shall not be refused employment, dismissed, terminated, nonrenewed, suspended, disciplined, or discharged except for cause. Probationary instructors shall not be refused employment, dismissed, terminated, nonrenewed, suspended, disciplined, or discharged for arbitrary and capricious reasons.

(b) After his third employment contract, action against any instructor shall follow these specific procedures:

(1) Notification in writing stating cause for such action to the instructor and to the PSA.

(2) The instructor may have a private meeting with the benefit of representation and/or counsel before the Administration at which time the Administration shall fully explain to the instructor the reason for such action.

(3) The instructor shall have a meeting with full benefit of representation and counsel before the Board within thirty (30) days of receipt of the notification. The meeting will be public or private at the discretion of the employee. The Board shall not be required to bear any expense for instructor's counsel or representative.

(4) If the instructor and/or PSA are not satisfied that fair and equitable procedures have been followed or that the decision as to the instructor was for good and sufficient cause, the instructor and/or the PSA shall have the right to appeal said decision to arbitration in accordance with the final step of the grievance procedure as prescribed in the Agreement.

(5) In the event the Board's action is reversed by an arbitrator or a court of law, the instructor shall be fully compensated for any loss of pay or benefits, unless otherwise modified by the arbitrator and/or court.

(c) Layoff/Recall

(1) The Board may, at its sole discretion, lay off the appropriate number of instructors.

(aa) The Board shall notify the instructor of said layoff not later than July 1 for the ensuing school year.

(2) Any instructor who has lost employment due to layoff, shall have recall rights according to the procedure set forth in Sections (d) and (e) below.

(aa) Layoffs in program or subject areas shall be based on program or subject area seniority (as defined below) in the affected program or subject area; i.e., the teacher with the least seniority within the affected program or subject area shall be laid off first.

A teacher who would otherwise be subject to layoff shall have the right to transfer back to any program or subject area from which the teacher transferred within the preceding five (5) years, provided that there is a vacancy or a teacher with less seniority than the transferring teacher within such program or subject area.

Seniority in a program or subject area shall accrue from the date of assignment or transfer to that program or subject area. However, upon completion of five (5) years at teaching in such program or subject area, seniority within such program or subject area shall be determined and accrued from the date the instructor signed his first employment contract with Southwest Tech.

A teacher shall continue to accrue seniority in a program or subject area, from which the teacher transferred, for five (5) years from the date of such transfer.

(bb) No new permanent or substitute appointment may be made while there are laid-off teachers available who are certified and qualified to fill vacancies. Such teachers may secure other employment during the period they are laid off.

Teachers shall be recalled in the inverse order of their layoff.

(cc) For nonprobationary teachers, all benefits conferred by this section shall cease after the expiration of thirty-six (36) months. For probationary teachers, all benefits conferred by this section shall cease after a length of time equal to the teacher's service in the District.

(d) Instructors shall be recalled for reemployment in the reverse of the order in which they lost employment as positions for which they are certified and qualified become available. Recall rights shall be maintained for a period of three (3) years.

(e) The Board shall send the recall notice by mail to the instructor's last known address. The notice of recall shall advise the instructor of the time and place that the instructor is to report to duty.

(1) It shall be the instructor's responsibility to keep the Board informed as to his current address.

(2) If the Board does not within twenty (20) calendar days from the date of mailing the notice receive written confirmation of the instructor's acceptance of recall, the instructor loses all rights to be recalled. Failing to report at the requested time and place will void the recall and all reemployment rights of the recalled instructor.

Section 5.05. Teaching Assignments

(a) Instructors may express written preference in teaching assignments. These requests are to be submitted at least three (3) months prior to the beginning of the semester for which the request is being made. When any such request is not honored, the instructor shall be informed of the reasons. No instructor shall be required to teach assignments in areas for which he is not qualified according to state certification standards (standard or provisional). Instructors shall be sent a copy of their tentative schedule at least twenty (20) calendar days prior to the semester for which the schedule is made. All changes in said schedule shall be made in cooperation with the instructor when possible.

(b) All extracurricular activities and duties and any duties not related to an instructor's instructional assignment shall be assigned on a voluntary basis.

(c) Teachers assigned to classes which have related extracurricular duties shall have preference in accepting such related duties and shall receive appropriate compensation as established in other provisions of this contract.

Section 5.06. Assignments Beyond the Normal Workday, Workweek, and School Year

Instructors covered by this Agreement shall have priority, according to seniority in the program, in electing to teach assignments beyond the normal workday, workweek, and school year as extra courses beyond their normal loads unless another instructor is requested by an outside agency. Such priority shall not cause a reduction in load to any other instructor who elects to teach such classes to maintain his full teaching load.

Section 5.07. Work in Regular Programs Beyond the Regular School Year

All employment beyond the regular two-semester contract period shall be voluntary, prorated on the instructor's regular annual salary, and shall be governed by the provisions of this Agreement.

Section 5.08. Optional Assignments

All expenses as approved by the Administration related to advisers' duties shall be paid in full by the Board.

Faculty serving as advisers of fully chartered and recognized student clubs such as, but not limited to, the following clubs shall be paid $350 per club per year: Agrifuture Club, Wisconsin Home Economics Association (WHEA), Distributive Education Clubs of America (DECA), Office Education Association (OEA), and Vocational Industrial Clubs of America (VICA).

Such duties shall be voluntary, and the involved instructor(s) shall receive appropriate release time.

Section 5.09. Transfers

Transfer includes any change to a different work assignment and/or main campus facility outside the Fennimore area. Transfer does not include changes in work locations normal to a specific teaching position or changes in class assignments within a subject or program area.

A short-term transfer is defined as a transfer of one semester's duration or less. Such transfers may be made by the District in keeping with the qualifications of the employee and the philosophy and needs of the District.

"Regular Transfer" includes any transfer lasting longer than one semester and any transfer affecting an instructor who already has received one short-term transfer during the term of this contract.

All regular transfers shall be made with the full knowledge and approval of all parties related to the transfer and shall be reported to the Board by the Director.

Section 5.10. Vacancy Procedure

All vacancies or newly established positions within the bargaining unit shall be adequately publicized by posting notices in specifically designated places within the school prior to an outside search. A copy of any such vacancies will be given to the PSA simultaneously. The date of posting such positions must be noted on all copies.

Instructors who are interested in knowing of vacancies that may occur during summer months must inform the Instructional Services Office of the positions for which they feel they would be qualified. The Instructional Services Office will send directly to the instructor's last known address the vacancy notice.

Notices of such vacancies or newly established positions shall clearly set forth the requisite qualifications for the position and the date by which the applicant must file the application. Any part-time position that becomes a full-time position shall be considered a new position.

An instructor who fulfills the qualifications and desires to apply for such vacancies or newly established positions shall file his application in writing with the office of the Director within the time limit specified in the notice.

A full-time instructor already on the staff who has applied shall be assigned to such vacant or newly established position if the Director determines that he possesses the requisite qualifications therefor.

Where two or more applicants who are already on the staff are equal in qualifications for the position, the applicant with the greater amount of seniority in the District shall be given preference.

An instructor who has failed to qualify for the position may contact the Director for information on possible selection in the future.

In the event that a vacancy occurs which must be filled within four weeks, the District shall have the right to conduct an outside search for qualified applicants simultaneously with the inside search required by this Vacancy Procedure. Full-time instructors already on the staff having equal qualifications with an outside applicant shall be given preference in filling any such vacancy.

Section 5.11. Physical Examinations

Physical examinations will be required of all certified personnel upon their initial appointment and thereafter as required by Wisconsin Statutes. Forms for the examination shall be provided by the school, and the cost shall be borne by the District.

The cost of the initial examination shall be reimbursed by the District to a maximum of $40. Tuberculin test and/or chest X ray shall be covered by the group insurance policy.

Section 5.12. Physical Examinations (Nursing & Allied Nursing, Food Service, Butcher, Child Care Workers)

(a) All employees shall have any state/federal Board or Boards required physical examinations paid for by the District.

(b) An initial physical examination must be completed within a period of 90 days before employment and must include an X ray of the chest.

(c) An X ray of the chest is not required annually if a negative tuberculin test can be demonstrated at the time of the annual physical examination.

(d) The physician shall certify that the employees are free of communicable disease, including active tuberculosis.

Section 5.13. Clerical Assistance

Clerical assistance will be provided for instructors to type tests, school business letters, prepare duplication masters, operate copy machines, prepare transparencies, and other such duties related to the instructional process. Instructors will be requested to present material prior to the date of necessary completion, and such completion will be on the basis of priority of request.

Section 5.14. Program Representative

An instructor may decline an appointment by the District Administrator to serve as a program representative.

ARTICLE VI SALARY & BENEFITS

Section 6.01. Monetary Allowance for Professional Growth

The Board shall establish salary guides for the several professional positions in the District school that will, in the opinion of the Board, (1) attract to this school the best candidates available, (2) give stability to the professional staff, and (3) stimulate professional growth while in service. This provision shall apply to written approvals granted after August 17, 1981.

Instructors shall receive a monetary allowance for credits or credit equivalents for training beyond that which is required for initial five-year certification. The allowance is granted through prior written approval of the Administrator, Instructional Services.

The monetary allowance shall be given based on the following guidelines:

(a) Any instructor presently under contract will not be credited for less credits than were allowed under the original contract.

(b) Credit equivalency is defined to mean a total of 40 noncredit hours of attendance at job-related clinics, workshops, etc., with prior approval by the Administrator, Instructional Services, as equal to one collegiate credit. These 40 noncredit hours will be accumulated and must be verified in writing by the sponsors of the educational related activity.

(c) The credit equivalency allowance applies to all instructors under contract. The collegiate credit allowance applies only to contracted instructors who have earned a minimum of a Bachelor's degree or its equivalent. Credit does not have to apply to an advanced degree.

(d) Nondegree instructors, upon earning a B.S. degree, will have previous occupational experience reevaluated for a proper step adjustment on the existing wage scale.

(e) Credits or credit equivalents earned on the educator's own time and expense will be included. All credits or credit equivalents earned at the expense of the District will be excluded from the monetary allowance but will be applicable to recertification.

(f) All courses, regardless of credit value, accumulated in satisfaction of initial five-year certification requirements are excluded.

(g) Credit equivalent allowances earned only since the initial day of employment will be included.

(h) The maximum credits allowed for salary adjustment is limited to 30 of which no more than 15 may be equivalency credits (above B.S. or M.S.).

(i) Collegiate credits beyond the Bachelor's or Master's degree which have been accepted by a college or university as applicable toward satisfaction of the requirements for an advanced degree will be included.

(j) All credits or credit equivalents to be included in a salary recalculation must be requested by the applicant and supported by appropriate documentation. If the application for recalculation is received by the thirtieth (30th) day of the semester and documentation is furnished as soon as it is available, the reclassification shall be effective at the beginning of that semester. If the application is submitted after the thirtieth (30th) day of the semester, the recalculation shall be effective at the beginning of the following semester.

(k) Credit or credit equivalents shall be included in the salary calculations according to the schedule of periods earned below:

Period	Amount Per Credit of Credit Equivalent
Prior to 9/1/75	$25
9/1/75 - 8/31/81	35
After 8/31/81	45

These credits or credit equivalents shall be granted only to instructors entering into a contract with the District Board, regardless of the length of the contract. New instructors will receive $35 per credit for each credit earned prior to initial employment with Southwest Tech and $45 for each credit they receive after their arrival on staff. Instructors who have attained the maximum of 30 credits are to be paid at $45 per credit providing they drop a like number of previous credits for which they were paid either $25 or $35.

(1) Collegiate credits directly applicable to the instructor's certified teaching area for nondegree instructors, if such credits are not applicable toward satisfaction of the Bachelor's degree requirements, will be included.

Section 6.02. Method of Payment

1. Payment Plans

(a) Standard Payment Method

All professional faculty members shall receive their paychecks on an every-other-Friday basis throughout a fifty-two (52) week period. Those faculty members employed on less than a fifty-two (52) week basis may have their checks in an amount equal to the unpaid portion of their contracts made available to them on the last payday in May.

(b) Optional Payment Method

Academic year teachers may, by written notice made at the beginning of the academic year, elect the following payment plan. Wage payments will occur on a biweekly basis every other Friday commencing with the first pay period following the start of the individual's contract. The last payment will be made on the payday following the completion of the individual's contract. Each payment will be an equal amount determined by dividing the duration of the individual's contract by two.

2. (a) When the date for regular salary payment occurs on a holiday or recess, salary checks shall be paid on the last school day before the holiday or recess.

(b) Instructors who are members of a credit union within the District may arrange for payroll deductions.

(1) Deductions will be made on a biweekly basis in equal amounts totaling the amount authorized.

(2) Moneys deducted will be sent to the appropriate credit union biweekly along with the itemized listing of the deductions.

(c) An instructor who resigns or is given a leave of absence without pay during a school year is paid on the following pro rata basis.

$$\frac{\text{Number of weeks taught}}{\text{Weeks of contract}} \times \text{Total yearly salary} = \text{Pro rata Earnings}$$

If the instructor who resigns or is given a leave of absence without pay during a school year has received checks which do not equal the pro rata earnings, any additional full payment shall be made to the instructor upon termination of employment.

(d) An individual initially employed during the fall semester is eligible for a step the following July 1 and each subsequent July. An individual initially employed during the spring semester is eligible for a step the following January 1 and each subsequent January.

Section 6.03. Dues Deduction and Fair Share

(a) A fair-share agreement between the employer and the PSA shall be in existence. In accordance with this agreement, the employer will deduct an amount uniformly required of all members from the earnings of the employees affected by this Agreement and pay the amount so deducted to the PSA on the first payday of each month. In consideration for this fair-share agreement, the PSA agrees to indemnify, save, and hold harmless the employer for any claims, disputes, actions, or damages whatsoever that arise as a result of any deduction or deductions made pursuant to the terms of this fair-share agreement.

(b) Changes in the amount of dues to be deducted shall be certified by the PSA thirty (30) days before the effective date of the change.

(c) Employees who are not members of the PSA as of September 20, 1979, and who taught in the District prior to July, 1979, shall be exempt from paying fair-share dues until such time that fair share is implemented pursuant to (d) below.

(d) When the PSA voluntary and fair-share membership reaches 75 percent of the bargaining unit, the PSA shall have the right to a WERC conducted fair-share referendum. Such a referendum shall be decided on a majority vote of the bargaining unit.

(e) A list shall be maintained by the Director showing the seniority of each instructor within the District. Such list shall be made available to the PSA by November 1 each year. The PSA President shall be notified in writing of any additions to or deletions from the list during the year.

(f) All employees on approved leave shall retain seniority rights.

Section 6.04. Teachers Retirement Fund

The Board shall pay up to 5 percent of the instructor's contracted salary to the Wisconsin Retirement Fund. As of January 1, 1986, the Board shall pay up to 6 percent of the instructor's contracted salary to the Wisconsin Retirement Fund. Instructors shall retain full vested rights to these contributions.

Section 6.05. Annuities - Tax Deferred

It shall be the policy of the Board that premiums for payment of annuities shall be deducted from the salaries of certified personnel provided that written application for such deductions are on file with the District Director.

Section 6.06. Hospital, Medical, and Major Medical Insurance

The Board agrees to provide and pay for the full hospital, medical, and major medical insurance premium for all bargaining unit members, their spouses, and their dependent children as provided by Blue Cross-Blue Shield during the 1980-81 school year.

Section 6.07. Group Life Insurance

The Board agrees to provide and pay the full group life insurance premium for all bargaining unit members equal in face value to the next highest $1,000 multiple over the instructor's annual salary.

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Section 6.08. Liability Insurance

The Board agrees to carry liability insurance covering bargaining unit members with coverage the same as currently carried.

Section 6.09. Changes in Coverage

The Board may from time to time change any insurance carrier as long as the coverage under the new carrier will be equal to or greater than the previous coverage. The Board shall provide the instructors covered herein and the PSA with policy numbers and specifications of insurance policies.

Section 6.10. Insurance After Retirement

It shall be the policy of the Board to permit personnel to be carried with the group insurance plan or plans at their own expense after retirement.

(a) Retirement/Health Insurance Pay Plan

Effective with the 1985-86 school year, one third of the unused accumulated sick leave up to a maximum of 36 days of full pay is to be used to continue the payment of health insurance premiums for the employee at the time of retirement.

To be eligible for this policy, one must have a minimum of 12 years of employment at Southwest Wisconsin Vocational-Technical Institute, and one must retire under the Wisconsin Retirement System (disability, early, or normal).

The payment will be equivalent to the earnings of the retiree at the time of retirement. The accumulated sick leave does not include the sick leave bank.

Section 6.11. Proration of Coverage

When instructors are teaching a 50 percent load, but less than a full load, the Board will contribute for premiums at the same percentage as the teaching load.

Section 6.12. Dental Insurance

The District Board agrees to provide and pay the entire single or family dental insurance premium for all eligible bargaining unit members in order to secure the benefits identified in Plan III Group Insurance Program proposed by Blue Cross-Blue Shield United of Wisconsin dated October 23, 1981, commencing January 1, 1982.

Section 6.13. Long-term Disability Insurance

The District Board agrees to provide and pay the entire premium for all eligible bargaining unit members in order to secure the benefits identified in the SIF Long-term Disability Insurance proposal prepared by T. D. Briscoe dated March 6, 1981. The Long-term Disability Insurance shall commence July 1, 1982.

ARTICLE VII LEAVES

Section 7.01. Sick Leave

(a) All employees covered by this Agreement shall be granted a total of ten (10) days sick leave at full compensation for each contract year of the term of their employment which shall be cumulative up to 140 days.

(b) A newly employed instructor will accrue the ten (10) days for the first contract year immediately.

(c) At the beginning of each new school year, each instructor shall receive an accounting in writing of the total number of sick leave days he has accumulated to that time.

(d) Sick leave bank. Extended sick leave shall be made available to employees with accumulated teaching, educational-administrative, educational-related, or occupational-related work experience acquired previous to employment by the District Board.

(1) The calculation of applicable work experience and interpretation of that work experience which is acceptable to this policy shall be the responsibility of the District Director.

(2) Extended sick leave is to be used only if regularly accumulated sick leave and vacation is exhausted.

(3) The formula for computation shall be:

1 through 5 years work experience - 5 days per year
next 5 years through 10 years - 4 days per year
additional years beyond 10 years - 3 days per year.

(4) Effective date: this policy to be effective on date of adoption and to apply to all full-time employees.

(5) Each employee shall be notified of his sick leave status at the beginning of each contract year.

(e) Sick leave shall be granted because of temporary disability as a result of pregnancy or childbirth. The employee's physician will certify, to the District Director, when the employee is incapable of performing her normal job function before childbirth and when the employee is able to resume her normal job function after childbirth.

(f) An instructor with a work load between 50-94 percent shall be granted prorated sick days.

(Formula: $\frac{\text{Contract Hours}}{35}$ = % of teaching load

% of teaching load x 5 days of cumulative sick leave per semester = total days allowed for sick leave/semester)

Section 7.02. Death or Illness in Family

(a) An employee who is absent because of the death or serious illness of his spouse, child, parent, or a dependent who lives in his household shall be paid for the time lost from his regularly scheduled duties for a period of up to three (3) days per death or illness. Additional days may be granted with permission of the Director.

(b) This leave may also be applied for other relatives or special relationships, up to three (3) days.

(c) This leave shall not be deducted from accumulated days of sick leave.

Section 7.03. Emergency/Personal Leave

(a) The District Director shall grant up to two (2) days for unforeseen emergencies. Such leave shall not be deducted from the accumulated sick leave.

(b) Instructors shall be granted up to two (2) days for personal leave, one day shall be deducted and one day shall not be deducted from accumulated sick leave. All personal leave days must have a 24-hour prior notice which contains a statement of the reasons for such leave. Reasons for Personal Leave are limited to activities that cannot be conducted outside of the normal assigned school hours and are of a personal business nature.

(c) Instructors may be granted additional emergency/personal leave by the District Director without pay during each year of their employment.

Section 7.04. Jury Duty/Military Leave

(a) Jury Duty

(1) An instructor absent from school because he has been selected for jury duty or has been subpoenaed shall be paid by the Board the differential between his regular salary and that paid for jury duty or testifying for the period of time he is required to serve.

(2) Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the District.

(3) Such time shall not be deducted from any leave accumulation.

(b) Military Leave

(1) An instructor absent from school because of mandatory military reserve duty other than emergency call-up shall be paid by the Board the differential between his regular salary and that paid for military duty for a period not to exceed ten (10) days per year.

(2) Such items as subsistence, travel, or other expense allowance paid shall not be included in determining pay received from the District.

(3) Such time shall not be deducted from any leave accumulation.

Section 7.05. Wisconsin Association for Vocational & Adult Education Convention

Time off will be provided for instructors who are members of WAVAE who attend the WAVAE Convention during normal working hours with no reduction in pay. Those instructors not attending the WAVAE Convention on these days will be required to report for work. All instructors planning to attend the Convention will notify the District Director in writing five (5) days prior to the Convention. Instructors attending the Convention shall be reimbursed by the Board in the amount of thirty-five dollars ($35).

Section 7.06. American Vocational Association

The President of the Southwest Wisconsin Association for Vocational Educators shall be allowed to attend the annual AVA National Convention with expenses paid by the Board. It shall be the policy of the District that if anyone attends the AVA Convention at least one teaching faculty member will be allowed to attend with expenses paid by the Board.

Section 7.07. Professional Improvement Leave

Instructors will be entitled to a leave of absence (of up to one contract year) to be approved by the District Director with advice by the Faculty Council for related work experience or for educational improvements. During the leave of absence, the District will carry all the instructor's insurances that are covered under the contract at the expense of the employee. This leave will be limited to a maximum of 2 percent of the faculty per year. Requests for Professional Improvement Leave must be submitted to the District Director no later than 100 days prior to the anticipated commencement of the leave. The instructor shall return to his original position or its equivalent unless his added experience and training qualify him for a different classification. In such case he shall be so placed if the opening exists. An instructor returning from Professional Improvement Leave shall be placed at least on the same position on the salary schedule which the instructor would have been on had he worked during the time of the leave.

Section 7.08. Annual PSA Leaves

(a) The Board shall make available to the PSA a total of ten (10) days annually for PSA business.

(b) The PSA shall give written notification to the District Director stating the days of leave needed for the person or persons so designated.

(c) The instructor taking such leave shall suffer no pay loss or deduction from any other type of leave.

(d) An instructor making use of such leave shall arrange with the cooperation of the District, but at no cost to the District, to have classes covered during the duration of the leave, and shall so notify his immediate supervisor prior to taking the leave. The substitute instructor must be approved by the immediate supervisor.

Section 7.09. Other Leaves

(a) Upon written request to the Board, an instructor may be granted a leave not exceeding a single twelve-month (12-month) period for any reason acceptable to the Board which, among other things, may include child care, public service, advanced study, or educational travel. Such leave shall be without compensation or other benefits, and the instructor shall not accumulate longevity or other benefits while on such leave.

(b) An instructor on such leave shall be permitted to make his own and the Board's regular contribution to all benefits requiring such contributions as permitted by State Law.

Section 7.10. Child Rearing Leave

Upon request of the instructor, at the time of childbirth or adoption, a leave of absence without pay for a period of up to one year shall be granted for maternity.

An instructor granted such leave shall retain seniority for salary increments and for other purposes in which seniority is a factor.

Upon return, if at all possible, the instructor shall be placed in his original position if available; the procedure for staff reduction in Article V, Section 5.04, shall be followed.

An instructor on such leave shall be permitted to make his own and the Board's regular contributions to all benefits requiring such contribution, as permitted by State Law.

ARTICLE VIII IMPLEMENTATION

(a) The PSA shall have access to any and all public information, statistics, and records concerning the District.

(b) Any appointed committee in the District with faculty representatives shall include at least one PSA member, this member to be selected from dues check-off.

(c) The Board or its representatives agree to meet with the representative of the PSA at the request of either party to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

(d) The PSA shall, upon its request, be entitled to have a representative appear on the Board agenda and to speak on any issues of said agenda before a vote is taken on such issues. A copy of the agenda and financial report will be provided to the PSA by the Secretary of the Board at the same time it is made available to the members of the Board. The PSA will receive three (3) copies of the approved Board minutes of open meetings after the meeting of the Board and as soon thereafter as practicable. PSA shall be notified of Board action affecting PSA before implementation.

(e) Whenever members of the PSA are scheduled by the Board or its agents to participate, during working hours, in conferences, meetings, or in negotiations respecting the collective bargaining Agreement, they shall be granted the necessary time and shall suffer no loss in pay.

(f) Copies of all Agreements and addenda thereto between the parties shall be distributed by the PSA to each employee covered by this Agreement. The Board or its representative agrees to meet with the PSA within five (5) days after the signing of this Agreement for the purpose of arranging to authorize the printing of the Agreement and any addenda thereto. The Board agrees to pay the cost of printing of 175 copies of the Agreement for distribution by the PSA.

ARTICLE IX USE OF FACILITIES

(a) The PSA shall have the right to hold meetings in available District facilities upon request to the administration in charge of the building. These meetings should be held at reasonable hours - not to conflict with class schedules.

(b) The PSA shall have the right to use the mail system and/or mailboxes in and between buildings for the purpose of communicating with instructors.

(c) The PSA shall have the right to bulletin board space for the purpose of posting notices and bulletins regarding the business or activities of the PSA.

(d) The PSA shall be notified of the name and address of a new employee within five (5) days of hiring or receipt of the new employee's signed contract.

(e) The District agrees to maintain professional facilities for all instructors at least at the present standard current in the District including office facilities, restrooms, eating, and telephone facilities.

(f) The PSA shall be permitted to use District equipment and make use of the services of the copy center in relation to PSA activities or matters which relate to the general welfare of the District. PSA will reimburse the District for any materials consumed according to rates charged to other organizations in the District.

ARTICLE X MISCELLANEOUS

Section 10.01. Part-time Employees

(a) If there is sufficient teaching load in the regular program, the Board shall hire a full-time instructor in preference to a number of part-time instructors, providing a qualified instructor is available. A sufficient teaching load is defined as 50 percent or more above that which the existing instructors in a program or area are assigned 100 percent loads. In the event of a staff reduction, full-time instructors shall have the right to the work load taught by any part-time instructor.

(b) Part-time instructors may be employed in programs or locations where it is difficult to recruit or utilize regular full-time instructors. Southwest Wisconsin Vocational-Technical Institute does not intend to use part-time instructors for the purpose of limiting participation in the bargaining unit and, therefore, will annually, in the spring, evaluate part-time instructor appointments for the purpose of determining whether regular full-time instructors shall be recruited to perform the required work.

Section 10.02. Travel

(a) Any instructor designated and/or authorized by the Board, the Director, or other designated supervisors to represent or conduct school business for Southwest Wisconsin Vocational-Technical Institute which requires travel or for regular assignments away from the base campus, shall be compensated for his expenses as follows:

(1) Vehicles
Actual expenses associated with operating a District vehicle shall be reimbursed by the District. If an instructor uses his own vehicle, the mileage reimbursement shall be consistent with prevailing Board Policy but shall not be less than 22 cents per mile.

(2) Meals and Lodging
(aa) Meal allowances are limited to a maximum of: Breakfast - $5, Lunch - $6, and Dinner - $12.

Receipts are not required for meals.

(bb) Tips shall be limited to 15 percent of the cost of the meal.

(cc) Receipts are required for all motel accommodations. However, if possible, arrangements should be made with the motel in advance (see the Director's secretary for reservations) to permit the motel to bill the school directly.

(dd) Receipts are required for all other expenses when possible. Example: registration fees, parking fees, etc.

(ee) Interstate travel meal and lodging reimbursement shall be governed by Runzheimer Meal Lodging Index.

(b) A travel claim form is to be completed and submitted by all instructors to enter claims for authorized travel expenses. The reimbursement shall be paid on the following paycheck nearest the date of submission.

(c) If estimates of expenses exceed $25 for any single travel herein described, the instructor shall be authorized to draw the estimated amount of expenses by completing a form provided by the District Director. The instructor will comply with number (b) above, will submit substantiation of expenses, and will return all excess funds or receive reimbursement for expenses above the estimated draw.

(d) The time allocated for travel from the instructor's base school (those instructors assigned over 50 percent of work load) to or from the place of assignment, called conference, requested or required meeting is:

Each twenty (20) miles shall equal 1/2 hour.

(e) If the instructor is required to travel from his base school to a place of assignment (assigned over 50 percent of work load) during contract hours, he will be credited the total travel base of 35 hrs./wk.

Section 10.03. Retirement

The retirement date for any employee of the District shall be on the first day of July following the employee's 70th birthday.

It shall be the policy of the Board to permit personnel to participate in early voluntary retirement (age 62 and over) under the provisions of Section 40.02 (42)(f) of the Statutes. The notification of such intent shall be made to the District Director five months prior to the commencement of the retirement. Employees must have eight (8) years of service to the District in order to take advantage of this clause. Retirement may only commence at the conclusion of a semester or expiration date of the instructor's individual contract.

Section 10.04. Resignations

Resignations shall be in writing signed by the resigning party, directed to the District Director, and referred by him to the Board with recommendations.

The Board recognizes that there are some circumstances which force an employee to request a release from a contract before the expiration date of the contract; therefore, personnel will be released from their contracts at any time that suitable replacements can be secured.

Section 10.05. Safety and Health

(a) The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment; and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees, and students. Instructors will not be required to endanger anyone's physical safety.

(1) The Board will pay up to $40 toward the acquisition of prescription safety glasses if an instructor is required as a condition of employment to utilize an eye protective device. The condition of the glasses shall be maintained at an appropriate level by the instructor.

(b) The Board and the PSA will cooperate in maintaining and make effective safety and good housekeeping rules that will eliminate hazards and make school a safe and sanitary environment. The Board and the PSA shall mutually agree to appoint a joint Safety Committee. This Committee shall be composed of representatives of the Administration and representatives of the PSA; the number of members will be decided jointly. The PSA representatives will be selected by the PSA. The Committee shall:

(1) Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that the adopted safety recommendations have been implemented.

(2) Make recommendations for the correction and elimination of unsafe and harmful conditions or practices.

(3) Provide and maintain adequate first aid supplies and equipment and keep all employees informed of all recommended first aid and safety procedures adopted by this Committee.

(4) Review all disabling injuries and work-related illnesses investigate the causes of same, and recommend rules and procedures for the prevention of accidents and diseases and promote the health and safety of the employees and the students.

(c) Instructors shall be provided, consistent with safeguarding of private information, with the names of students known to be afflicted or suffering from physical and/or emotional problems.

(d) Instructor Protection

(1) Any case of an assault or threat of an assault on an instructor shall be promptly reported to the District Director. The District will render reasonable and adequate assistance to the instructor in connection with the handling of the incident by law enforcement and judicial authority.

(2) If any instructor is sued as a result of any lawful action taken by the instructor while in pursuit of his employment, the District will provide adequate legal assistance to the instructor.

(e) Worker's Compensation

If an instructor is absent from work due to incapacitating injury because of an assault or other injury as a result of his performing services directly related to his employement, the following shall apply:

(1) If the injury is covered by Worker's Compensation, he shall receive, in addition to the Worker's Compensation, the difference between this payment and his regular salary for the period of absence caused by the disability from the first day following the incident or accident. This shall not be deducted from his accumulated sick leave.

(2) In the event that this injury is not covered by Worker's Compensation or is being contested by the Department of Industry, Labor and Human Relations (DILHR) under the Worker's Compensation Law, the instructor shall still be covered for full salary until the expiration of his current contract. This shall not be deducted from his accumulated sick leave.

(3) In order to be eligible for this benefit, the instructor shall promptly report the incident to the Board or its designated representatives.

Section 10.06. Innovations and Changes

Whenever the Board installs new equipment, establishes new courses or new subject matter, or updates existing equipment, courses, or subject matter, to the extent that additional skills or knowledge shall be required on the part of the instructors involved to fulfill the objectives of the innovation or change, the District shall provide, at its expense, a training program. Any innovation or change, prior to its implementation, shall be presented to and reviewed by those instructors directly affected.

Section 10.07. Inclement Weather or Emergencies

When school is open, instructors are expected to be on the job. When school is closed because of inclement weather or other emergency, days will not be made up until contact days drop below 173. When make-up days are necessary, they shall be by mutual agreement between the District and the PSA. When there is a major disaster, instructors will receive compensation for not more than five (5) consecutive school days.

ARTICLE XI RULES GOVERNING AGREEMENT

(a) Conformity to Law

(1) If any provision of this Agreement is, or shall at any time be, contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. Any substitute action shall be subject to appropriate consultation and negotiations with the PSA.

(2) In the event that any provision of this Agreement is, or at any time be, contrary to law, all other provisions of this Agreement shall continue in effect.

(b) The articles in this Agreement supersede and override all conflicting Board policies pertaining to wages, hours, or conditions of employment or items in individual teacher contracts.

(c) Duration

(1) This agreement and each of its provisions shall be binding on both parties from July 1, 1985, to June 30, 1987, except as provided in Section (d).

(2) Negotiations for subsequent agreements will commence no later than March 10, 1986, for the reopener items and March 19, 1987, for the successor to the entire 1985-87 Agreement.

(3) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

(d) Negotiations concerning the 1985-87 Agreement, Article VI, Salary and Benefits, specifically Sections 6.01, 6.06, 6.07, 6.08, 6.09, 6.12, and 6.13 shall commence no later than March 10, 1986.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET UNTO THEIR SIGNATURES AND SEALS THE 19TH DAY OF MARCH, 1986.

Karen C Slaman
Chairman of Professional Staff
Association Employee Relations
Committee

Ronald H Anderson
District Director

Candace Smith
President, Professional Staff
Association

Donald Larson
Chairman of Southwest Wisconsin
Vocational, Technical & Adult
Education District Board

Effective July 1, 1985

1985-86
SALARY SCHEDULE
38.4 WEEKS

	0	1	2	3	4	5	6	7	8	9	10	11	12	13
BS	17243	17820	18417	19034	19672	20330	21012	21716	22443	23195	23972	24775	25605	26463
MS	18862	19494	20148	20822	21520	22241	22986	23756	24551	25374	26224	27102	28010	28949

For each additional week contracted, 2.6 percent additional salary will be paid. Other compensation and fringe benefits, where applicable, are in addition to the above schedule.

1985-86 CALENDAR

July

M	T	W	TH	F
1	2	3	4 △	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

August

M	T	W	TH	F
			1	2
5	6	7	8	9
12	~~13~~	~~14~~	~~15~~	~~16~~
⑲	20	21	22	23
26	27	28	29	30

September

M	T	W	TH	F
$\boxed{2}$	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

October

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	$\underline{18}$
21	22	23	24	25
28	29	30	31	

November

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	$\boxed{28}$	V 29

December

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	$\underline{19}$	~~20~~
V 23	V 24	$\boxed{25}$	V 26	V 27
V 30	V 31			

January

M	T	W	TH	F
		$\boxed{1}$	V 2	V 3
~~6~~	~~7~~	⑧	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

February

M	T	W	TH	F
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

March

M	T	W	TH	F
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17	18	19	20	21
V 24	V 25	V 26	V 27	$\boxed{28}$
$\boxed{31}$				

April

M	T	W	TH	F
	1	2	3	4
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21	22	23	24	25
28	29	30		

May

M	T	W	TH	F
			1	2
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12	13	14	15	16
19	20	21	$\underline{22}$	~~23~~
$\boxed{26}$	27	28	29	30

June

M	T	W	TH	F
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

KEY

Vacation	V
Holiday	☐
Inservice	~~1 2 3~~
Convention	$\cancel{6}$
First Day of Classes	②
Quarter Ends	$\underline{9}$

Inservice	8
Holidays	7
Convention	2

Contact Days	175
Contract Days	192

July 4 △ - Holiday for non-master contract personnel and extended contract faculty. Extended contract personnel would have to be scheduled to work either the day before or the day after July 4 to receive holiday pay.

1986-87 CALENDAR

July

M	T	W	TH	F
	1	2	3	△4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
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August

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25	26	27	28	29

September

M	T	W	TH	F
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29	30			

October

M	T	W	TH	F
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13	14	15	16	$\underline{17}$
20	21	22	23	24
27	28	29	30	31

November

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17	18	19	20	21
24	25	26	$\boxed{27}$	V 28

December

M	T	W	TH	F
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8	9	10	11	12
15	16	17	18	~~19~~
V 22	V 23	V 24	$\boxed{25}$	V 26
V 29	V 30	V 31		

January

M	T	W	TH	F
			$\boxed{1}$	V 2
~~5~~	~~6~~	⑦	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

February

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

March

M	T	W	TH	F
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16	17	18	19	20
23	24	25	26	27
30	31			

April

M	T	W	TH	F
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V 13	V 14	V 15	V 16	$\boxed{17}$
$\boxed{20}$	21	22	23	24
27	28	29	30	

May

M	T	W	TH	F
				1
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11	12	13	14	15
18	19	20	$\underline{21}$	~~22~~
$\boxed{25}$	26	27	28	29

June

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

KEY

Vacation	V
Holiday	□
Inservice	~~1 2 3~~
Convention	~~6~~
rst Day of Classes	②
uarter Ends	$\underline{9}$

Inservice	8
Holidays	7
Convention	2

Contact Days	175
Contract Days	192

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1985 - 1987
Master Contract Agreement

between

Board of Vocational, Technical and Adult Education

and

Waukesha County Technical Educators Association

EDUCATOR'S MASTER CONTRACT

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PREAMBLE

It is our mutual intent to work together to achieve our common aims of educational excellence. Therefore, this collective bargaining agreement is made and entered into effective as of the first day of August 1985, by and between the Waukesha County Area Vocational, Technical and Adult Education District Board, and the Waukesha County Technical Educators Association.

This agreement is entered into between the Waukesha County Area Vocational, Technical and Adult Education District Board, hereinafter referred to as the "Board", and the Waukesha County Technical Educators Association, hereinafter referred to as the "Association."

The general intent of this agreement is to further the purpose of the parties in providing maximum educational opportunities for the Waukesha County Area Vocational, Technical and Adult Education District.

RECOGNITION

The Board recognizes the Waukesha County Technical Educators Association, or any group designated by majority vote of the educators as the exclusive bargaining representative on wages, hours and conditions of employment, for all REGULAR FULL-TIME TEACHING PERSONNEL, INCLUDING DEPARTMENT CHAIRPERSONS AND GUIDANCE COUNSELORS, ALL REGULAR PART-TIME TEACHING PERSONNEL WHO TEACH DAYTIME CREDIT CLASSES AND ALL REGULAR PART-TIME TEACHING PERSONNEL WHO TEACH DAYTIME ADULT BASIC EDUCATION CLASSES. These persons are to be known hereafter as "educators" unless more specifically designated.

REGULAR PART-TIME INSTRUCTORS

A. DEFINITION

Regular Part-Time Instructors are those who teach daytime credit classes. These instructors are further classified as:

1. Regular Part-Time I

Instructors with less than one-half (1/2) of the normal full-time workload points or instructors with one-half (1/2) or more of the normal full-time workload points and not under an individual contract with WCTI, and are scheduled to teach credit courses at WCTI for the first time.

2. Regular Part-Time II

Instructors with one-half (1/2) or more of the normal full-time workload points who have previously taught credit courses at WCTI after September 1, 1972.

LIMITED TERM EMPLOYEE

A. DEFINITION

A Limited Term Employee is any instructor or counselor who is appointed for a specific time period for a specific project, or to replace a contract educator on leave for a specific time period. The duration of the appointment must be for no longer than the duration of the leave for replacement employees or one year for project employees; however, at the discretion of the District an appointment may be renewed. Should the educator be employed beyond three consecutive years, the employee shall be granted regular full or part-time status seniority commencing from original date of hire or August 18, 1980, whichever is later.

1. A Limited Term Employee will be placed on the salary schedule in accordance with the full or part-time salary schedule procedures in the Master Contract.

2. Except as provided below, a limited term employee shall receive the fringe benefits provided for regular full-time or regular part-time educators, except salary continuance.

   A limited term employee who has not been employed by the District as a limited term, regular part-time II or regular full-time educator at any time during the twelve (12) month period preceding the date of his/her appointment as a limited term employee, and, due to anticipated return of an educator from a leave of absence or the anticipated conclusion of a short term project, is appointed as a LTE for a period not to exceed seventeen (17) cumulative work weeks, will not be eligible to receive fringe benefits. In the event his/her appointment extends beyond the seventeen (17) cumulative work weeks, he/she shall then become eligible to receive the fringe benefits provided above.

3. The provisions of the workload shall apply (including overload) where appropriate.

4. All other provisions of the Master Contract shall be applied uniformly and equitably to all Limited Term Employees with the following exceptions: layoff, seniority, unpaid leaves of absence, sabbatical leave, and child rearing leave.

5. The Association shall be notified in writing of all Limited Term Employees at the time of their employment.

6. Notwithstanding any other provision of this agreement or Wisconsin Statutes, a limited term employee shall have no right or expectation of continued employment if, for any reason, his/her position is discontinued, except in cases when the limited term position is discontinued because it is converted to a regular position. The only notice, preliminary or otherwise, that shall be required is a two week notice from the District that their position is being discontinued. The limited term employee shall have no right to any hearing or conference before the Board regarding the continuation or renewal of his/her employment. This section shall not be construed as precluding an educator from requesting an opportunity to address the Board regarding the merits of continuing his/her position.

MASTER CONTRACT DATES

This Agreement dated August 1, 1985 shall continue in full force and effect until July 31, 1987 inclusive. In the event the parties do not reach an agreement by the expiration date of July 31, 1987, the entire agreement shall remain in full force and effect unless either party gives the other forty-eight (48) hours notice in writing of its intent to terminate the agreement in all respects.

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Wisconsin and of the United States. In exercise of the powers, rights, authority, duties and responsibilities by the Board, the use of judgment and discretion in connection therewith shall not be exercised in an arbitrary or capricious manner, nor in violation of the terms of this agreement, Sec. 111.70 of the Wisconsin Statutes, nor the laws and the constitution of the State of Wisconsin and the United States.

EDUCATOR RIGHTS

A. An educator called to participate in legal proceedings before any judicial or quasi-judicial or administrative tribunal including but not limited to non-voluntary jury duty, arbitration, mediation or fact finding proceedings, shall not lose compensation for the performance of such obligation.

B. No educator shall be required to appear before the Board or its agents concerning any matter which could adversely affect the continuation of that educator in an office, position, employment or the salary or any increments pertaining thereto, unless he/she has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative of the association present to advise him/her and represent him/her during such interview.

C. All rules and regulations as identified in the master contract governing educators' activities and conduct shall be interpreted and applied uniformly throughout the District.

D. Neither the Board nor the Administration shall make regulations that attempt to govern educators' non-school activities before or after school hours (unless those activities interfere with the operation of the school or impair the effectiveness of the educator in the classroom).

E. Any complaint regarding an educator made to any school official by any parent, student, or other person will be promptly called to the attention of the educator, in a written form.

F. Nothing herein contained will preclude a supervisor or administrator from meeting with an educator for discussion or constructive criticism. Should, however, any criticism be unresolved, and result in a charge of failure to comply with regulations to discharge duty acceptably, or to conduct instruction adequately, the educator shall be given one (1) week's notice of a conference with the supervisor and shall be notified of the specific issues to be discussed at the conference. The educator has the right to be accompanied by a representative of the Association. The educator shall receive a written summary of the conference.

FREEDOM TO JOIN ORGANIZATIONS

Educators shall not be discouraged by supervisors, administrators or other representatives of the Board from joining any organization representing educators or employees. Members of the educational staff shall be free to join any organization representing educators or other employees without interference or penalty and such educators shall also have the right to refrain from joining any such organization.

EQUALITY OF TREATMENT

The Board and the Association, in compliance with Wisconsin Statutes, fully subscribe to a policy of equal opportunity and agree that they shall not discriminate against any employee on the basis of race, creed, color, national origin, religion, sex, marital status, handicap, political affiliation, geographic origin, ethnic background or membership in or association with the activities of any employee organization. If in the administration of its policies and practices or in its hiring procedures, the Board does discriminate, the Association shall in no way be held responsible; or if the Association, in the establishment of any policy or membership requirement should discriminate, the Board shall be held harmless.

PRINTING OF THE MASTER CONTRACT

Copies of this agreement shall be printed by the Board and distributed to all educators now employed or hereafter employed by the Board. The Association shall be provided with 20 additional copies.

NEGOTIATION TEAMS

Each team shall consist of three (3) members for each of the two (2) parties.

RULES OF ORDER

The agenda shall be mutually prepared containing a minimum of ten (10) items. Each team shall introduce one (1) item at its discretion. The team introducing the item shall begin the discussion followed by discussion of the other team. Upon mutual agreement, discussion shall proceed to additional items. In the event mutual agreement is not possible on the agenda, each team shall introduce alternating items.

PERIOD OF NEGOTIATIONS

The parties shall exchange proposals on or before March 15 and commence negotiations by April 1. These dates may be modified by mutual agreement of the parties.

PRESS RELEASES

It is agreed that press reports indicating any of the propositions under consideration, whenever made should be issued jointly.

IMPLEMENTATION OF THE AGREEMENT

The Board or its officially appointed representatives shall meet with the representatives of the Association at the request of either party to discuss matters relating to the implementation of this agreement and/or such other matters as mutually agreed by the parties.

FAIR SHARE AGREEMENT

The Board will provide the Association with a list of all educators as defined in the recognition clause within ten (10) working days following the first day of the school year. The treasurer of the Association will certify to the employer all employees in the bargaining unit. The employer agrees that it will, within forty-five (45) days of such certification, deduct in equal monthly installments the uniform dues required of all members.

The Association agrees to hold the Board harmless from any and all claims which may result from a finding of any court, now or hereafter, that this fair share agreement is invalid and unenforceable and, in addition, that they will protect the Board and hold the Board harmless from any claim that may arise from individual members covered by this contract as a result of having deducted from their wages dues in accordance therewith.

The provisions of this "hold harmless" clause shall be null and void and the Association shall be discharged from any obligation arising herein if the District Director fails to notify the Association of such claim or action within ten (10) calendar days of the claim.

Any employee who was never a member of the Association and was hired prior to January 1, 1973, shall be exempt from the provisions.

ACADEMIC FREEDOM

The freedom of every educator to present the truth as he/she understands it in relation to his/her area of competence consistent with course outline, is essential to the purpose of our school and society. Any institutional policy or lack of policy that hampers the search for an expression of truth or that makes continuing employment in the institution uncertain, tends to restrict an educator's freedom to teach.

The spirit of the school, developed and sponsored under progressive administrative leadership, encourages the teaching, investigating, and publishing of findings in an atmosphere of freedom and confidence. As a result, students are exposed to a variety of opinions and beliefs which lead to greater knowledge and maturity of judgment.

Academic freedom should not be utilized as a shield for an educator who does not want to be evaluated on his teaching, nor should it prevent him from presenting his own views in addition to the course outline.

INNOVATIONS AND CHANGES

Contemplated changes or up-dating considered necessary for continued excellence in the area of effective classroom instruction shall be presented to the Administration by the educators through the Division Chairperson in any given department and also from recommendations of Advisory Committee.

If the Board requests an educator to acquire additional skill or knowledge, over and above that specified in this contract, the Board shall provide at its expense all pertinent direct costs as identified here: tuition; necessary books; necessary supplies; reasonable, ordinary and necessary transportation costs at the prevailing commercial rate (automobile mileage will be reimbursed at the District Rate as established by the District Board); meals and lodging while away from home. Any personal expenses incurred during travel or training are not included in this provision.

As much as is possible, innovations and/or changes shall be implemented when the necessary educator personnel, training, books, supplies, and equipment are available, or arranged for within a reasonable time before the program begins to operate.

EVALUATION OF EDUCATORS: PROCEDURE AND CRITERIA

A. Courtesy in Relationships

The basis of professional relationships between educators and administrators shall be one of common courtesy and mutual respect at all times.

B. Objective Evaluation

Educator evaluation procedures are recognized to be a cooperative effort between the educator and his immediate supervisor with the express purpose of achieving excellence in the area of effective and purposeful instruction and guidance. Educators shall be evaluated as objectively as possible. The criteria used in such evaluation shall be those that can be directly and clearly related to the educator's effectiveness.

C. Notification of Deficiencies

When deficiencies in the educator's performance are observed. He shall be informed of such deficiencies and be provided specific written recommendations for their correction within three (3) weeks.

D. Visitation by the Supervisor

When the supervisor visits an educator for the purpose of evaluation the supervisor shall:

1. Make his presence known to the educator.

2 Furnish the educator with a copy of the evaluation form.

3. Hold a conference with the educator to discuss the visitation and evaluation within one (1) week after the visitation.

E. Evaluation of Educators: Procedure and Criteria

Effective August 1, 1977 evaluation of educators by immediate supervisors shall be conducted in accordance with the document entitled "Evaluation Committee Report Waukesha County Technical Institute Evaluation System", as agreed upon by the Joint Committee and subsequently amended by Mutual Agreement.

Evaluation by Instructional Service Personnel, including the District Director but other than the immediate supervisor, shall be conducted in the following manner in the interim period between the enactment of this contract and the establishment of a management evaluation system by the Joint Committee on Evaluation.

Evaluation by management personnel other than the immediate supervisor shall be conducted in the same manner as supervisory evaluation except:

1. Management evaluation shall not be conducted in any school year, including summer sessions, until at least one (1) supervisory evaluation of the educator involved has been completed in such school year.
2. An initial conference shall not be required prior to management evaluation, and
3. In-class observation may be scheduled or unscheduled.

The Joint Committee for Development of Criteria and Additional Procedures shall continue to review the evaluation process and implement agreed-upon changes.

COUNSELOR EVALUATION PROCEDURES

EVALUATION OBJECTIVES:

1. Staff counselors, through the evaluation procedures, will provide evidence of professional growth and competency.
2. Staff counselors, through the evaluation procedures, will provide evidence of implementing the short-and long-range departmental goals.
3. Staff counselors through the evaluation procedures, will provide evidence to support ongoing revision of their job descriptions.
4. Staff counselors, through the evaluation procedures, will provide evidence to support their efficient and relevant service to expressed student needs.

EVALUATION PROCESS:

Phase I: Preparation for WD-OI Interview

Phase II: Individual WD-OI Interview - Development of Plans of Action.

Phase III: Evaluation and Reporting of Outcomes (Plans of Action)

NOTE: All staff counselors will complete all three (3) phases of the evaluation process in cooperation with the Guidance Director.

PHASE I: Preparation for WD-OI Interview

("Plan of Action")

WHO	DOES WHAT
Individual Counselor	Completes a written "Self-Study" outlining his present job functions, responsibilities and commitments. The list should be as inclusive as possible. It should also contain all specific functions listed in present job descriptions. Counselors may, if necessary, include brief narratives to explain functions. Upon completion of the list, counselors should rank order their responses on two criteria: (1) Which functions the counselors derive the greatest personal satisfaction from, (2) Which functions the counselors rank as most valuable from an institutional priority standpoint. Completed "Self Studies" should be forwarded to the Director of Guidance.
Guidance Director	Reviews each of the counselor's Self Studies. Upon completion of review, an interview will be scheduled with each counselor individually to discuss his/her Self Study. Emphasis for that interview will be based on more specific identification and discussion of job functions.
Counselor and Guidance Director	Conduct Initial Interview COUNSELOR 1st Interview ____________________ 2nd Interview ____________________ 3rd Interview ____________________ 4th Interview ____________________
Guidance Director	After all initial interviews have been completed, will completely review all data obtained. Emphasis in this review will be placed on individual counselor's responsibilities in relation to the total staff goals.
Guidance Director	Will schedule a second interview with each counselor to explore and specify a schedule of observations appropriate to assessing performance in finalized job responsibility areas. These observations may be direct in nature or consist of written communication. They will be accomplished in a reasonable and, agreeable structure convenient to both the counselor's and Guidance Director's work schedule.

Counselor and Guidance Director	Conduct Second Interview: COUNSELOR ______________________________ ______________________________ ______________________________ ______________________________
Guidance Director	Conducts observations based on schedule developed with counselors.
Guidance Director	Provides each counselor with a WD-OI Interview Worksheet.
Individual Counselor	Completes WD-OI Worksheet in preparation for his actual evaluation interview with the Guidance Director. Guidelines to assist the counselor in completing the Worksheet will also be provided.

PHASE II: Individual WD-OI Interview

WD-OI Interview Format

1. An evaluation interview should begin with a discussion of the counselor's "well-dones" (WD's). These should include those functions that the counselor has listed on his pre-interview worksheet as those he has accomplished. These should be supported by the supervisor and further reinforced by the addition of WD's the supervisor has noted.

2. "Opportunity for improvement" (OI's) should first be generated by the counselor. They should be listed on his pre-interview worksheet and represent his own perceptions of areas he would see as appropriate for improvement. Additional OI's should then be noted by the supervisor.

3. Both the counselor and the supervisor should together generate a "Plan of Action" which specifically pertains to offsetting those priority OI's identified. Plans of action should reflect future implementation of departmental short-range and long-range goals.

4. The "Plan of Action" should include: (a) Methodology, (b) Times and dates of intended completion, (c) Identification of resource individuals who will support the change process.

5. At the end of the WD-OI interview, the counselor should have an opportunity to present one (1) WD and one (1) OI for the supervisor. The input can apply to the actual interview process or more global relationships between the counselor and the supervisor.

PHASE III: Evaluation and Reporting of Outcomes (Plans of Action)

1. The Guidance Director will, through observation and ongoing communication, assess the success or failure of each individual counselor in completing his plan of action to offset his OI's.
2. The Guidance Director will report to the Assistant Director of Student Services all results of the total evaluation process. Results will also be shared with each individual counselor.

FAIR DISMISSAL, NON-RENEWAL, DISCIPLINE

All educators shall be on a probationary status during their first two (2) years of employment with the District. Upon completion of the probationary period, no educator shall be dismissed, nonrenewed, disciplined, or suspended except for just cause. The Board may extend the probationary period for non-renewal for an additional year with advanced notice to the individual and the Association.

DISMISSAL PROCEDURE

Where an educator's service continues to be unsatisfactory despite supervisory assistance and it is determined, therefore, that the educator should be dismissed, the educator will be given sixty (60) days, notice of termination. Contract renewal or non-renewal will conform with existing state statutes.

In accordance with the "Due Process of Law" concept, an educator who is to be dismissed will be notified in writing by the Board or its designate.

The notification will include the charges against the educator and details relative to the charge.

The educator has the right to a hearing with the Board to review the charges, upon the educator's request.

The educator has the right to be represented by counsel.

The educator has the right to request the hearing be open to the public.

Provisions shall be made at a hearing for all statements to be taken under oath or affirmation and recorded.

If the educator feels the dismissal is unjustified, the educator may file a grievance and have a review of the case through the steps of the grievance procedure.

CERTIFICATION REQUIREMENTS

Each educator shall meet the certification requirements of the State Board of Vocational, Technical and Adult Education. Failure to maintain current certification will result in no increase in salary until certification status is obtained, and may be cause for dismissal.

SENIORITY

Seniority for full-time educators shall be determined by the number of continuous years of regular full-time employment including the time spent on authorized leaves of absence. For Part-time II instructors hired into regular full-time positions after August 1, 1985, part-time II seniority shall be converted to full-time seniority on the following basis: one (1) semester of part-time II seniority equals one quarter (1/4) year of full-time seniority.

LAY-OFFS

Any lay-off of full-time educator personnel shall be governed by the following consideration:

1. Written notice shall be given at least three (3) calendar months prior to the first day of the semester the lay-off is to be effective. The Board shall simultaneously provide the Association with copies of all notices it sends to educators under this section.

2. Lay-off shall be strictly on a seniority basis. When seniority of two educators is identical the Board and the Association shall meet to determine who is to be laid off by drawing lots.

3. The following sequence will be used to identify the educator subject to lay-off:

   a. Identify the area from which the lay-off is to occur. For instructors this requires either identifying the occupational program area as listed in the program offering booklet; that is, a specific area in which students could be awarded a degree or diploma; or, if the area is not one in which students could be awarded a degree or diploma, identifying the state certification area or the specific teaching discipline if there are separate, identifiable teaching disciplines, within that one state certification area (Ex., Social Science Certification consists of Psychology, Sociology, and Economics). For counselors this requires identifying the counseling area. For purposes of this clause a counseling area is defined as one of the following areas: regular program counseling or project funded counseling. Project-funded counseling is further divided by the specific population serviced.

b. List all educators/counselors who work in the area identified in (a) above.

c. From this list volunteer(s) for lay-off will be solicited. If there are more volunteers than necessary, the volunteers will be laid off in order of seniority, from most senior to least senior.

d. If there are not a sufficient number of volunteers for the lay-off, educators on the list in (b) will be subject to lay-off in inverse order of their seniority. If possible, notification of lay-off shall be issued only to those who the District believes are ultimately to be laid off.

4. Displacement - an educator identified in 3 (d) above will be able to displace the least senior member of a program area or state certification area for which he/she holds a Standard Five Year Certification, as set forth in Chapter A-V3: (Certification of Personnel: Requirements and Procedures) in the Register, March, 1981, at the beginning of the semester in which the lay-off notification occurs. If said program area or state certification area includes more than one separate, identifiable teaching discipline within it, the educator identified for layoff must also meet the same minimum education and work experience requirements that were last used in hiring someone for the position held by the person being displaced. The educator must displace the least senior person amongst those that they may be eligible to displace. The District shall process educators' certification requests.

5. No full time educator shall be laid off or remain on layoff status while the workload points assigned to part-time instructors in the area identified for layoff in paragraph 3 (a) above totals more than thirty two (32) points for more than two (2) consecutive semesters.

6. The educator to be laid off shall be assigned available evening credit classes and available evening Adult Basic Education classes within area(s) he/she meets the certification, education and work experience requirements specified in paragraph 4 above provided that such assignment of classes shall result in a workload of at least 34 points. If class cancellations occur resulting in a workload of less than 34 points, up to the 4th week of class, the educator will be laid off effective the date of the cancellation. The necessary certification(s) must be in effect at the beginning of the semester in which the lay-off notification occurs.

7. A laid off educator shall be recalled from lay-off and assigned available evening credit classes and available evening Adult Basic Education classes within area(s) he/she meets the certification, education, and work

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experience requirements specified in paragraph 4 above provided the assignment of classes results in a workload of at least 34 points.

8. When an educator is assigned evening credit classes and/or Adult Basic Education classes under the provisions of this clause, the following workday sections of the contract do not apply:

   a. Statement on workday

   b. Instructors teaching contract day

   c. Instructor workday - additional assignment

   d. Workday for counselors

   e. Work week

      The work week will be scheduled by the supervisor after consulting with the educator to be laid off.

No educator may be prevented from securing other employment during the period he/she is laid off under this subsection. Educators who have been laid off will be offered re-employment in the inverse order of lay-off when they are again needed, either full time or part-time, within area(s) for which they meet the certification, education, and work experience requirements specified in paragraph 4 above, provided they are physically able to perform the duties of the available work. No new substitute appointments may be made in that area for a period of three (3) years while there are laid off educators from that area who are qualified, available to fill the vacancy; unless those educators decline the appointments. An employee will forfeit any recall rights if he/she declines an offer of full time re-employment. However, if the educator has other employment, he/she shall have thirty (30) calendar days to terminate such other employment, for a recall for full time employment. A full time educator on lay-off may refuse recall offers of part-time employment without loss of his/her recall rights to the next available full-time position for which the educator is qualified. During the time of lay-off no seniority will accrue; however, an educator who is reinstated shall not lose credit for previous years of service except that after a thirty-six (36) calendar month continuous period of lay-off, educators shall be dropped from the roll of the District, and their credit for previous service terminated.

VACANCIES

1. Notice of any professional position vacancy, administrative or faculty, shall be posted on the official school bulletin board prior to or concurrent with its publication elsewhere. Such notice shall include a job description, including remuneration offered, duties, responsibilities and a statement of required qualifications.

2. Each qualified applicant of the staff who makes written application shall be accorded a personal interview with the recommending agent.

GRIEVANCE PROCEDURE

A. GRIEVANCE PURPOSE

The primary purpose of this procedure is to secure at the lowest level possible an equitable solution to the problem of the parties.

B. DEFINITIONS

1. A "Grievance" is defined as an alleged violation or misinterpretation of a contract provision or an allegation of arbitrary or capricious application of a contract provision.

2. Grievances may be initiated:

   a. By an educator in person in his/her own behalf.

   b. By an educator accompanied by an Association representative.

   c. Through an Association representative if the educator so requests.

   d. By an Association representative in the name of the Association.

C. PROCEDURE FOR ADJUSTMENT OF GRIEVANCE

Step 1 - Informal Conference - (Verbal)

A grievance shall be initiated within fifty-five (55) working days of the date of the alleged violation or the date the educator should have known of the violation and shall be discussed with the Program Manager or Guidance Director with the object of resolving the matter informally prior to formally instituting a written grievance.

Within five (5) working days of the informal discussion, a written decision, along with supporting reasons, shall be made by the Program Manager or Guidance Director. In the event the matter is resolved and an Association representative was not present at the settlement of the matter, the Association shall be informed in writing of the settlement.

Step 2 - Division Chairperson (written)

If the matter is not resolved informally as outlined in Step 1, the grievance, stated in writing and setting forth specifically the act or conditions and the grounds on which the grievance is based, may be lodged with the appropriate Division Chairperson within ten (10) working days of receipt of the decision from Step 1, with copies to the Association and the Employee Relations Department.

Within ten (10) working days after receiving the grievance, the Division Chairperson shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment.

Within ten (10) working days after this discussion, the Division Chairperson shall state his/her decision in writing, together with the supporting reasons, and shall furnish one (1) copy to the educator, if any, who lodged the grievance, two (2) copies to the Association representative, and one (1) copy to the Employee Relations Department.

Step 3 - District Director

If the grievance is not resolved satisfactorily as outlined in Step 2, the grievance may be appealed to the District Director. The appeal shall be in writing setting forth specifically the act or conditions and grounds on which the grievance is based, and must be made within ten (10) working days of receipt of the decision from Step 2.

Within ten (10) working days of receipt of the grievance, the District Director shall meet and confer on the grievance with a view to arriving at a mutually satisfactory adjustment.

Within ten (10) working days after this discussion, the District Director shall state his/her decision in writing, together with the supporting reasons, and shall furnish copies as outlined in Step 2 above.

Step 4 - Impasse and Arbitration

An impasse shall exist when one of the aggrieved parties in the grievance is not satisfied with the disposition of the grievance at the District Director level. The District Director shall be notified of the impasse within fifteen (15) working days from the time his/her decision was rendered. The impasse shall be resolved by arbitration as follows:

An arbitrator will be selected by requesting an appointment by the Wisconsin Employment Relations Commission, or by requesting a list of five (5) private arbitrators from the Federal Mediation Service, or by requesting a list of five (5) private arbitrators from the Wisconsin Employment Relations Commission, whichever of such three methods is mutually agreed upon.

If no agreement can be reached, there shall be a coin toss, with the winner of the toss determining which party shall first strike one of such three (3) alternatives. The other party shall then strike one of the remaining alternatives.

If a list of private arbitrators from the Wisconsin Employment Relations Commission, or the Federal Mediation Services is selected, then the same procedure of a coin toss and alternately striking names will be followed in choosing the arbitrator.

A. The decision and award of the arbitrator shall be in writing and shall set forth his/her opinions and conclusions on the issues submitted to him/her at the time of the hearing or in writing.

B. The decision and award of the arbitrator, if made in accordance with his/her jurisdiction and authority within the limits established by the Board as contained within this document, will be accepted by the parties to the dispute and both parties will abide by it.

C. Nothing in the foregoing shall be construed to empower the arbitrator to make any decision amending, changing, subtracting from or adding to the provisions of this agreement or exercising the power vested by statutes in the Board.

D. The arbitrator shall hold hearings promptly and shall issue his/her decision not later than ten (10) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statement and proofs are submitted to him/her.

E. Cost of the arbitrator's fees, transcripts when jointly requested, and off-campus meeting rooms when mutually agreed to meet off-campus shall be shared equally by the Association and the Board. Each party is responsible for its own costs of preparing briefs, attorney fees, and non-District employee witness expenses.

GENERAL PROVISIONS

A. In all steps of the grievance procedure prior to Step 4, when it becomes necessary for the educators to be involved during school hours, they shall be excused during their non-student contact hours with pay for that purpose. At Step 4 when necessary, the President of the Association, the Chairperson of the Grievance Committee, the grievant and any witnesses shall be excused from classes with pay to appear at formal hearings convened to resolve the "Impasse", provided that the parties shall cooperate to minimize loss of working time by witnesses who are not required throughout an entire hearing.

B. No educator at any stage of the grievance procedure shall be required to meet with any administrator or the Board without Association representation in grievance matters.

C. If a grievance arises from the action of authority higher than the Division Chairperson level of the school, the Association may present such grievance at the next higher step of the grievance procedure. An informal conference shall be held as the initialing step in such a situation.

D. If a grievance is of such nature as to require immediate action such as may be required in transfer cases, the person acting for the Association may appeal immediately to the office or person empowered to act, and said office or person shall endeavor to resolve the matter jointly with the Association representative. If the matter is not satisfactorily resolved, it may be appealed through the grievance procedure beginning with Step 3 - District Director Level.

E. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit lodging an appeal at the next step. Failure to appeal a decision within the specified time limits shall be deemed an acceptance of the decision.

F. The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

G. The grievance procedures provided in this agreement shall be supplementary or cumulative to, rather than exclusive of, any procedures or remedies afforded to any educator by law.

H. No reprisals of any kind shall be taken by the Board or any member of the administration against anyone by reason of participation in the grievance procedure or support of any participant thereof.

I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

J. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be made available by the District Director.

RETIREMENT POLICY

All educators shall retire when they reach the age of seventy (70) years.

If an educator has not reached the age of seventy (70) years by September 1 of a given school year, the educator shall be employed for that entire school year.

Where the Board is unable to secure an adequate replacement for a person retired at seventy (70), three (3) annual one (1) year extensions of contract are permissable. Such educator is to be paid the salary to which he/she is entitled under the schedule then in force.

PHYSICAL EXAMINATION

All educators' when hired, are required to have a physical examination by a physician designated by the Board, and then, once every five (5) years. Expense of the examination shall be borne by the Board. Evidence of freedom from tuberculosis shall be required annually.

The educator may elect to substitute an acceptable physical examination by a physician of the educator's choice, provided that the Board approves the use of such a physician in advance. Expenses equal to but not greater than the amount expended for the Board-designated physician will be borne by the Board.

EDUCATOR'S PERSONAL FILE

An educator's official Board file, which shall be the property of the school district, and other educator files shall be maintained by the District Director or his/her designees under the following conditions:

1. Only one (1) official Board file shall be kept for each educator.

2. The following materials may be routinely placed in an educator's personal file: all material relating to the educator's initial employment with the District; all materials related to the educator's certification; absence and leave records; payroll records; personnel change forms; communications to the educator that have been carbon copied to the educator's file; evaluations conducted in accordance with the evaluation procedures outlined in this contract; individual contracts and letters of appointment; Conference, Workshop, Meetings, etc. request forms; and group insurance benefit forms.

3. No other material shall be placed in the personal file unless the educator has an opportunity to review the material. The educator shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof.

4. The educator shall have the right to submit a written answer to any material placed in his/her file and his/her answer shall be reviewed by the Director or the Director's designee and attached to the file copy.

5. Material cannot be placed in an educator's personal file more than twelve (12) months after the time the District knew or should have known about the activity to which the material relates. This time limit shall not apply during an employee's probationary period.

6. Each educator shall have the right to add material to the official Board file pertaining to such matters relevant to his/her service or qualifications in general.

7. Each educator shall have access for examination and/or duplication purposes, at a reasonable time, to all materials in the official Board file, except the following confidential materials: (a) credentials provided by placement offices, (b) letters of recommendation provided in confidence.

8. The educator's official Board file shall be available to the Board, the District Director, the Assistant Director, the educator's Division Chairperson or Department Head or as may be required under state law or by any court, or under a hearing agency order of subpoena.

9. At least once every two (2) years, an educator shall have the right to indicate those documents and/or other materials in the file which he/she believes to be obsolete or otherwise inappropriate to retain.

   No educator or school official shall remove any material from any official Board file, unless by mutual agreement of both parties or by court order.

PUBLICATION RIGHTS, INVENTIONS, AND PATENTS

A. Materials or devices created as part of the officially assigned educator responsibility shall be the property of the Board.

B. The Board shall patent or copyright all such materials or devices in its own name; however, such items shall bear the name(s) of the creator(s).

C. All profits from the production of said materials or devices shall be returned by the publisher or agent to the school.

D. In order to stimulate such creations:

   1. Fifty percent (50%) of the profits shall be distributed and returned to the innovator(s) and producer(s) of the materials or devices.

   2. The remaining fifty percent (50%) shall be placed in a research fund by the Board.

E. When the materials or devices are created by an individual educator on his/her own time, the following provisions shall apply:

1. Any written materials or patentable projects in the development form may be prepared at school expense and sold through the bookstore at the cost of production and handling, if used in WCTI classes.

2. The copyright and royalties are the property of the individual if the materials have been created solely at the author's expense on his/her own time.

USE OF FACILITIES

1. The Association shall have the right to hold meetings in the school buildings within the Waukesha County Area Vocational, Technical and Adult Education District, upon proper standard room reservation procedures notice to the Administration. The meeting shall be held outside the educators' scheduled day excepting duty-free lunch time.

2. The Association shall have the right to use the mail system and/or the mailboxes for the purpose of communicating with educators regarding Association and related activities.

3. The Association shall be provided a bulletin board in the school building of the Waukesha County Area Vocational Technical and Adult Education District. The bulletin board shall be placed in a mutually agreed upon location for the purpose of posting notices and bulletins regarding the business or activities of the Association.

4. The Association shall be permitted to use school equipment such as duplicators, typewriters, over-head projectors, 16mm projectors and slide projectors, in relation to Association activities and the normal procedures of the school program. Other equipment can be used upon approval of the District Director.

INFORMATION RIGHTS

1. The Board, or its designee, will provide the Association with a copy of the New Instructor Salary Determination sheet for the placement on the salary schedule of any new educator personnel.

2. The Board, or its designee, will provide the Association with the number of educator personnel utilized during the semester, the number of full-time equivalencies for that semester and the number of graduates. This information will be provided within a reasonable time.

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3. The Board, or its designee, will provide the Association with the position of each educator on the salary schedule and the number of earned credits each educator has accumulated. This information will be provided within a reasonable time.

4. The Board, or its designee, will provide the Association with three (3) copies of the annual budget within a reasonable time of availability.

5. The Board, or its designee, will provide the Association with an annual seniority list of all regular full-time educators.

6. The Board, or its designee, will provide the Association with an annual list of the number of sick days used during that year by each regular full-time educator.

SECRETARIAL AIDS

Secretarial aids will be provided for educators to type tests, school business letters, prepare dittos, and perform such other duties related to the instructional process. During periods of extraordinary request for clerical services, educators will be requested to present material prior to the date of necessary completion and such completion will be on the basis of priority of request. The Board will decide the form of these secretarial aids and the method of their utilization.

INSTRUCTIONAL AND TECHNICAL AIDS

Supportive instructional and technical aids will be provided to assist educators to meet instructional and/or operational objectives.

The Board will decide the form of these supportive instructional and technical aids and the method of their utilization.

Under educator supervision, instructional and technical aids could be utilized to check tests and quizzes, perform other supportive tasks, and aid the educator in the use of A-V materials.

PROFESSIONAL DUES

Request for the school to pay for professional dues in an association applicable to one's field of instruction or service shall be submitted in a normal communication procedure to the District Director for review and consideration from the Board.

PAID LEAVES OF ABSENCE

SICK LEAVE

At the beginning of each employment year each full-time educator shall be credited with a two (2) day leave allowance plus one (1) additional day for each scheduled month of employment, for a maximum of fourteen (14) days per year. Part Time II instructors shall, at the beginning of each semester, be credited with a one (1) day leave allowance plus one (1) additional day for each scheduled month of employment for a maximum of six (6) days per semester. Part Time II instructors who are assigned to work during the summer shall earn one (1) additional day of sick leave for each scheduled month of employment during the summer, not to exceed two (2) days.

It is mutually understood and agreed that this is an advance credit which is based on the presumption that the educator will work the total number of months for which he/she has been scheduled. Sick leave shall not be earned for any month an educator is not scheduled to work or for any month an educator is on unpaid status for a majority of his/her scheduled work days during that month. Any educator who leaves the services of the District for any reason shall have his/her sick leave earnings pro-rated, and if such educator has used more sick leave than the pro-rated amount, he/she shall be liable to pay the District in cash for all such additional time off. It is agreed that the District is authorized to deduct such payment from the educator's paycheck if necessary.

Sick leave is absence caused by illness or physical disability of the educator or the educator's immediate family (spouse or educator's children, or parents). The unused portion of his/her annual allowance shall accumulate to ninety (90). Any current year allowances which if added to the accumulated unused allowance of previous years, as of the first day of the employment year, would total more than ninety (90) working days, will not be granted.

Sick leave will not be paid in conjunction with the payment of benefits under the Salary Continuation Plan.

Educators who are absent due to illness or off-duty injury or recuperation therefrom which does not extend beyond twelve (12) consecutive months shall be considered to be on leave of absence and shall be entitled upon recovery to their former position or positions of like status and pay provided that they are certified by a licensed physician or surgeon as physically qualified to return to such work. Educators absent due to illness or off-duty injury which extends beyond twelve (12) consecutive months shall be considered "Inactive Employees" subject to reinstatement in accordance with existing District Policy.

Educators who have been employees of the District for a minimum of fifteen (15) years and who retire, resign or die shall be paid for accrued sick leave compensated in the amount of sixty percent (60%) of their accumulated sick leave adjusted on the basis of their current contract salary rate for the number of days for which they qualify according to the following schedule:

Years of Service at WCTI	Percent of Accrued Days to be paid for Those Who Retire or Die	Percent of Accrued Days to be paid for Those Who Resign
15-20	25%	10%
21-25	35%	15%
26-30	45%	20%
30+	55%	25%

PERSONAL LEAVE

Full-time educators shall be entitled to up to a maximum of two (2) days of personal leave each year. Part Time II instructors shall be entitled to up to one (1) day of personal leave for each semester worked as a part-time II for a maximum of two (2) days per year. Such days shall be non-cumulative, shall be deducted from the educator's sick leave accumulation, and may be used in the same increments as sick leave. Personal leave may be used for the following personal obligations provided that they cannot reasonably be conducted outside of the educator's workday, and further provided that the supervisor is given written or oral specification of the reason in advance of the leave:

1. Unavoidable legal proceedings

2. Attendance at a funeral of a close friend or relative not listed in the Funeral Leave section

3. Moving of the employee's household

4. Unforeseen and emergency disablement of the employee's automobile (or other regular means of transportation to and from work)

5. Emergency repair of household equipment or appliances

An educator may take up to one (1) personal day per year for personal and compelling reasons which cannot reasonably be conducted outside of the educator's workday provided that his/her supervisor is notified in advance of the leave, and further provided that the personal day shall not be used as vacation or to engage in activities for which the educator will receive compensation from any source. Compensation shall not include payment or reimbursement of expenses. Additional personal leave may be granted at the discretion of the Board.

FUNERAL LEAVE

Funeral leave, up to a maximum of three (3) days per occurrence but with no annual limit, to be deducted from accumulated sick leave, shall be granted for absence due to death of the educator's spouse, brother, sister, child, or parent (including father-in-law or mother-in-law).

UNPAID LEAVES OF ABSENCE

A. An educator shall upon his/her request be granted a leave of absence without pay of up to one (1) year for the following reasons:

1. Necessities of the home
2. Prolonged illness

B. An educator may upon request be granted a leave of absence without pay of up to thirty (30) days and shall be granted an unpaid leave of absence from thirty-one (31) days to one (1) year for the following reasons:

1. Advanced study
2. Service in professional organizations
3. Seeking or holding public office
4. Travel beyond one month's duration that is related to the educator's field of specialization.

However, should more than two full-time faculty in any one department as defined on the official organization charts, request a leave under this section for the same time period the Board shall have the right to delay for up to one year the leave(s) of the least senior educator(s). When the department consists of three or fewer full-time educators, only one leave shall be granted.

C. An educator may upon request, at the discretion of the Board, be granted a leave of absence without pay of up to one (1) year for the following reason:

1. Work experience in the area of the educator's specialty.

Every reasonable effort shall be made to employ a limited term employee or part-time employee(s) with the understanding that they are being employed to temporarily replace an educator on leave. If the limited term employee or part-time employee is hired, the educator returning from a leave provided in this paragraph shall be re-employed in his/her area of specialty. If the limited term employee or part-time employee cannot be hired, the educator shall be re-employed if an opening exists; otherwise, he/she shall be placed on a preferential list and shall be re-employed at the first possible opportunity.

An educator who is granted an unpaid leave of absence for his/her own prolonged illness shall be continued in the group health and life insurance plans at District expense. An educator granted an unpaid leave of absence for advanced study or to obtain work experience in the area of the educator's specialty may participate in the group health and life insurance plans at his/her own expense.

CHILD REARING LEAVE

An educator becoming pregnant during the contract period may work for such time as approved by her doctor. The period of disability as certified by her physician will be treated in accordance with the sick leave provisions of the contract.

She shall be granted an unpaid leave of absence extending up to four (4) semesters and the remaining portion of the school year past the birth of the child. Should she so request prior to the expiration of her leave of absence, she shall be re-employed in her area of specialty no later than the beginning of the school semester following receipt of her written request. Such educator will return to duty at the same salary level at which she left or at any higher level due to negotiated changes, and, if having taught more than one (1) semester prior to her leave, she will receive one (1) increment step on the salary schedule. Group health insurance will continue in force provided the individual pays the premium while on leave.

If the Department of Industry, Labor and Human Relations issues an order which materially increases the benefits allowed for maternity leave, this clause in the contract may be reopened by mutual consent of the Board and the Association.

The granting of any request for unpaid leave of absence immediately following a maternity leave shall be at the discretion of the Board regardless of the reason for the request.

SABBATICAL LEAVE

Whenever an educator desires leave to continue his/her professional studies and improve himself as an educator, he/she may be granted sabbatical leave at the discretion of the Board.

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CONVENTIONS - PROFESSIONAL DEVELOPMENT

Each educator may utilize three (3) normal working days during the calendar year or during the summer months to attend conventions, seminars or some other form of professional development that pertains to the educator's specialty, as evaluated by the District Board.

Additional compensation will not be allowed for unused days.

Two (2) additional days may be utilized by educators to attend the WEAC Convention.

POLICY AND PROCEDURES COMMITTEE

There shall be established a committee of the Association known as the Policy and Procedures Committee. Said committee will be chosen by the Association in such a manner as to be broadly representative of all instructional departments and the related professional service divisions. The function of this committee will be to advise the board and the school administration on all matters which may significantly affect Educator-Board, Educator-Administration, Educator-Educator, or Educator-Student interaction. Such matters will include but not be limited to changes in educational policies and/or procedures not covered by this agreement. This clause is not to be interpreted as a waiver of both the Association and the Board's duty to bargain.

COURSE CLASSIFICATION COMMITTEE

OBJECTIVES:

1. To review all requests for course classification changes and the classification for new courses.

2. To approve or disapprove the action on the basis of the evidence presented.

COMMITTEE MEMBERSHIP:

1. Three (3) faculty representatives selected by the faculty not from the division from which the course is offered.

2. Three (3) management representatives selected by management not from the division from which the course is offered.

3. The committee will elect a chairman.

4. The committee will elect a secretary.

MEETING SCHEDULE:

This committee shall meet no later than December and April of each semester with action completed within thirty (30) days.

COMMITTEE PROCEDURE:

1. New courses may be classified by mutual agreement by instructors and administration and this classification will remain in effect until challenged.

2. Any faculty or management member who wishes to change the classification of a course may petition the Course Classification Committee for a hearing.

3. The committee will establish a date, time, and room for the hearing and post notification of the hearing on the bulletin boards in the corridor adjacent to the administrative offices.

4. The committee will conduct the hearing at an open meeting and may request any additional material or testimony it deems necessary to arrive at a decision.

5. The committee will arrive at its decision for action by secret ballot and notify the District Director and President of the Association of its action.

6. Committee decisions can be retroactive by unanimous vote by the Course Classification Committee to allow for changes in classification of courses taught during the semester of the evaluation.

7. In the event the Committee reaches a deadlock on the question of a course classification, the Board is not required to break the deadlock, and the status quo shall remain in effect. The Board can, however, exercise its authority and break the deadlock. Whether or not the Board takes action in the case of a deadlock, the Association may file a grievance. In such an instance the grievance would go directly to arbitration as set forth in Step 4 of the Procedure for Adjustment of Grievance - Formal Method, set forth herein.

LISTING OF COURSES:

The District agrees to provide the Association with a list of all vocational, technical, and apprentice day credit courses and their types for the respective semesters during the months of November and April. Not to serve as an official source document, but for information. Any cost in establishing program or generating listing initially will be shared equally.

COURSE CLASSIFICATION CHECK LIST

DIRECTIONS:

Evaluate the activities of the instructor on the basis of pre-class, during class, and post-class time expenditures, using the values on the check list as a guide.

SUBSTANTIATION:

Submit supporting evidence to verify the time expenditures in the form of course outlines, lesson plans, assignment, description of activities or other types of materials.

ASSUMPTIONS:

1. The instructor is qualified to teach the course.
2. The instructor has taught the course before.

PRE-CLASS ACTIVITY:

The course objectives require how much pre-class preparation time on the part of the instructor for the presentation of subject matter and the organization of course materials.

(Select one of the following)

		POINTS	EVALUATION POINTS
A	Consistently more than 1-1/2 hours per period	7	
B.	Consistently 1 to 1-1/2 hours per period	5	
C	Consistently 1/2 to 1 hour per period	3	
D	Consistently less than 1/2 hour per period	1	

DURING CLASS ACTIVITY:

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POST-CLASS ACTIVITY:

The results of student activities require how much post-class time on the part of the instructor for the evaluation of these students activities.

(Select one of the following)

	POINTS
A. Consistently more than 1 hour per period	5
B. Consistently 1/2 to 1 hour per period	3
C. Consistently less than 1/2 hour per period	1

TOTAL EVALUATION POINTS

COURSE TYPES

TYPE I Courses are the result of the following combinations providing a point total of 11 or more

TYPE I						
Pre	7	7	7	5	5	3
During	4	4	4	4	4	4
Post	5	3	1	5	3	5
TOTAL	16	14	12	14	12	12

TYPE II Courses are the result of the following combinations providing a point total of 9 and 10.

TYPE II			
Pre	5	3	1
During	4	4	4
Post	1	3	5
TOTAL	10	10	10

TYPE III Courses are the result of the following combinations providing a point total of 7 and 8.

TYPE III		
Pre	3	1
During	4	4
Post	1	3
TOTAL	8	8

TYPE IV Courses are the result of the following combinations providing a point total of 6 and below.

TYPE IV	
Pre	1
During	4
Post	1
TOTAL	6

RATING SCALE

TOTAL EVALUATION POINTS	COURSE TYPE
11 and above	Type I
9 and 10.	Type II
7 and 8	Type III
6 and below	Type IV

On the basis of the evaluation and the attached substantiating material, I recommend this course be classified as Type ______.

______	______	______	______
Course No	Course Name	Evaluator	Date

ACTION

______ APPROVED

______ DISAPPROVED

______ Chairman of COURSE CLASSIFICATION COMMITTEE

______ Date

TEACHING ASSIGNMENTS

The Assistant Director - Instructional Services, the Division Chairperson and/or the Program Coordinator shall be responsible for the teaching assignments for all teachers under their supervision.

Teaching assignments shall be based solely upon the competence of the instructor, his/her academic background, prior teaching experience, occupational experience, scheduling demands, workload consideration, and student needs.

Instructors may express preferences in teaching assignments which will be considered. The District is not obligated to grant these requests; however, such requests will be considered in relationship to the individual's relative seniority. Such preferences must be requested in writing and in sufficient time for each semester's scheduling. Each Program Coordinator shall define "sufficient time" in a memo to his/her department members prior to each semester's scheduling.

No instructor shall be subject to teaching assignments other than those specified in the instructor's area of approval or provisional and standard certification, unless mutually agreed upon between the instructor, the Association and the Board.

An instructor shall receive a copy of the instructor's tentative schedule at least thirty (30) days prior to the semester for which the schedule is made.

SPECIFICATION OF TEACHING LOAD

The workload formula mutually agreed upon by the Board and the Association will be used (see formula explanation).

INSTRUCTIONAL WORKLOAD FORMULA

This workload formula is designed to equalize the workload of instructional staff through numerical computation defined as value points. Each instructional or supportive instructional activity is given a numerical value. Each course is classified as TYPE I, TYPE II, TYPE III, TYPE IV OR TYPE V. Based on this system, the following values have been established:

BASIC LOAD

A. The normal workload shall be thirty eight (38) points for each registration period with a maximum of seventy-six (76) points per school year.

   1. However, the Board shall be allowed scheduling flexibility of plus or minus four (4) workload points of the normal registration period or four (4) workload points of the annual workload of seventy-six (76) points.

   2. An instructor's workload shall not exceed forty-five (45) points during a single registration period without prior written approval of the instructor. An instructor's workload shall not exceed forty-five (45) points during a single registration period without prior written approval of the Association's Professional Rights Committee except when the excess is due to either new class bonus points or courses presented for external organizations.

   3. Should scheduling demands require an instructor's semester load to exceed forty-two (42) points or eighty (80) points for the school year, the instructor shall be compensated at the rate of 1/76th of his annual compensation for each point overloaded during said semester or year. In determining overload points for the year, first semester compensated points will not be included in calculating the year's total points. Any compensated earnings shall be paid by November 30, for the August to December semester, and by March 31, for the January to May semester.

   4. If an instructor is underloaded (according to the workload formula) at the beginning of a semester he/she shall receive an additional assignment (see page 39) which will bring his workload up to a minimum of thirty-four (34) points.

B. Both regular part-time and full-time workloads shall be submitted to the WCTEA by the end of the sixth week of each registration period.

*TYPE V - INDIVIDUALIZED LEARNING LABS

The purpose of such labs is to provide proficiency and diagnostic testing and individualized remedial instructions designed to supplement the normal curriculum so as to meet the special needs of individual students. These labs shall not be used to replace regular courses; this is not to say that material contained in regular courses will never be reinforced in these labs.

In such labs, formal presentation or demonstrations are not usually a part of the activity, and the emphasis is placed on the development and reinforcement of student skills. The instructor assigns activities to individual students and advises and assists the students in their skill development. A minimum amount of time will be required to be spent outside of the class period on such activities as previewing student records; preparing, reviewing and maintaining individualized student programs; and examining available instructional material. It is understood that their activities may also take place during the class period should time permit. Most evaluation is done by the instructor in class time.

This category shall apply only to ABE, Math, Reading and Writing Labs and any future labs that fit the above definition. Notwithstanding the above definition, it is understood that individualized learning labs are the primary mode of instruction in the ABE and Reading Centers. New Labs shall be initially classified Type V by mutual agreement of the Association and Administration and this classification will remain in effect until challenged.

Should there be no mutual agreement on the initial classification or a request for review, the matter will be referred to the Course Classification Committee.

Part-Time I instructors teaching in such labs will be paid on the Type V Part-Time hourly salary schedule.

WORKLOAD POINT VALUE TABLE

PRE-CLASS PREPARATION		REPEAT PREPARATION
TYPE I -	1.50 Pts/Period	.80 Pts/Period
TYPE II -	1.50 Pts/Period	.80 Pts/Period
TYPE III -	.75 Pts/Period	.25 Pts/Period
TYPE IV -	.25 Pts/Period	.25 Pts/Period
*TYPE V -	.125 Pts/Period	.125 Pts/Period

*See Addendum B-5 for 1986/1987.

*NEW CLASS BONUS

TYPE I AND II - 1.00 Pts/Period

TYPE III and IV - .50 Pts/Period

CLASSROOM ACTIVITY

One period of instructional time that is devoted to instructional activity in the presence of students -- 1.00 value points.

POST-CLASS EVALUATION ACTIVITY

TYPE I - .50 Pts/Period

TYPE II - .25 Pts/Period

TYPE III - .50 Pts/Period

TYPE IV - .25 Pts/Period

*TYPE V - .125 Pts/Period

*See Addendum B-5 for 1986/1987.

WORKLOAD ADJUSTMENT FOR CLASS SIZE

POST CLASS ACTIVITY

TYPE	1- 24	25- 36	37- 48	49- 60	61- 72	73- 84
I & III	.50	.75	1.25	1.75	2.25	2.75
II & IV	.25	.40	.65	.90	1.15	1.40

TYPE	85- 96	97-108	109-120	121-132	133-144	145-156
I & III	3.25	3.75	4.25	4.75	5.25	5.75
II & IV	1.65	1.90	2.15	2.40	2.68	2.90

TYPE	157-168	169-180	181-192	193-204	205-216	217-228
I & III	6.25	6.75	7.25	7.75	8.25	8.75
II & IV	3.15	3.40	3.65	3.90	4.15	4.40

TYPE	229-240
I & III	9.25
II & IV	4.65

Post class activity points for team-taught classes will be determined by dividing the appropriate points by the number of teachers.

EXAMPLE:

TYPE II CLASS

APPROX. 24

Pre Class 1.50 x 3 = 4.50

During 1.00 x 3 = 3.00

Post Class 25 x 3 = .75

8.25

Pre Class 1.50 x 3 = 4.50

During 1.00 x 3 = 3.00S
DIFFERENT TEACHER = 22.5 POINTS

3 PERIODS PER WEEK

40 STUDENTS

Pre Class 1.50 x 3 = 4.50

During 1.00 x 3 = 3.00

Post Class .65 x 3 = 1.95

9.45

40 STUDENTS

Pre Class 1.50 x 3 = 4.50

Pre Class 1.50 x 3 = 4.50
During 1.00 x 3 = 3.00
Post Class 1.65 x 3 = 4.95
12.45

FRACTIONAL WORKLOAD

1. An instructor may be assigned a workload of over fifty-two (52) actual unaveraged workload points during any one (1) week only with prior consent of the individual and the Association. Such calculation will include first-time-taught bonus and excess preparation bonus points.

2. An instructor will receive at least two (2) weeks notification of an assignment of a short-term course that will run less than four (4) weeks and three (3) weeks notification for short-term courses that will run four weeks or more. The Association will receive a copy of the revised workload when the instructor does.

3. All workload calculations for the purpose of averaging will be done on the basis of a 17.4 week semester.

4. All workload calculations shall be finalized by November 1 for the first semester and by April 1 for the second semester.

5. At the beginning of each semester there will be a time span of twenty (20) workdays to provide flexibility, so as to allow for enrollment and class section adjustments. The short-term courses are not included in this flexibility provision.

6. There will be no regressive downward averaging during the last four (4) weeks of the semester. That is, during the last four (4) weeks of the semester, workloads will not be recalculated for semester-long courses that may drop in enrollment or that are combined into one (1) class.

7. An instructor will fall under the six (6)-hour day provision for those weeks where his actual unaveraged workload is over thirty-eight (38) points.

8. Short-term courses shall be classified in accordance with the Course Classification Committee provisions contained herein.

9. Any short-term courses that begin nine (9) weeks or more apart shall be considered as original preparations, not as repeat sections.

10. Should the unaveraged workload of an instructor exceed forty-eight (48) points for three (3) or more weeks in a semester, whether or not such weeks are consecutive, the instructor shall receive additional payment for the points in excess of forty-eight (48) points for the entire period of such overload, computed in accordance with the method provided for in the "Basic Load Section" of the Contract, but pro-rated for the time period involved. Calculation of pay for an overload on the semester basis shall be done by the averaging method, using the same 17.4 week factor in the calculation. Overload pay for the semester shall be based upon workloads in excess of forty-two (42) points per semester or eighty (80) points for the school year.

WORKLOAD ADJUSTMENT FOR STACKED CLASSES

In addition to the normal points awarded for the pre-class preparation, classroom activity, post-class evaluation activity, or excess preparation activity for a single course, if any additional classes are stacked with that class the instructor shall receive an allowance per period to reflect the additional burden, if any, of such stacking of one-third (1/3) of the normal pre-class preparation points normally awarded for such course. There will not be, however, any other points assigned such stacked classes for any other activity except normal new class bonus and excess preparation adjustment, if applicable. Courses taught in a traditional manner using the lecture/discussion approach shall not be stacked. Nor shall courses of different academic disciplines be stacked.

WORKLOAD ADJUSTMENT FOR TEAM TEACHING

Instructors shall be consulted as to their placement on a team, and efforts will be made to insure the success of that team. Team leaders will be assigned by the Administration after recommendations have been received by the members of the team.

Each team member shall receive one-half (1/2) point allowance per team class periods for coordination time on a team. The team leader shall receive an additional one-half (1/2) workload point per team class periods for this responsibility. Each team member shall receive a new course bonus for the first time the team member teaches a course on a team. Anytime a particular team membership is changed by fifty-one (51%) per cent or more, all instructors on the team shall receive a new course bonus.

WORKLOAD ADJUSTMENT FOR EXCESS PREPARATIONS

An instructor shall receive a one (1) point adjustment in the workload for every class session in excess of seven (7) different preparations of Type I and II courses, provided that the instructor is assigned three (3) or more different courses.

EXAMPLE:

> An instructor teaching one section of Marketing Principles, two sections of Advertising and two sections of Business Law would have sixteen (16) hours of Type II classes. However, the instructor would have ten (10) hours of different preparation and receive three (3) additional points on the workload for different preparations.
>
> | | |
> |---|---|
> | Marketing Principles | 4 |
> | Advertising | 3 |
> | Business Law | 3 |
> | | 10 |
>
> 10 - 7 = 3 Additional Points

REDUCED LOAD FOR ASSOCIATION PRESIDENT

If possible, during the term of this contract the President of the WCTEA will have a workload of thirty-five (35) points or less.

If this workload is not possible, the President of the WCTEA will be compensated at the rate of 1/64th of the annual compensation for each point overloaded (above thirty-five (35) points) in each semester in office.

ADVISOR-ADVISEE SYSTEM PROPOSAL

The function of the Advisor-Advisee Program as existing during the 1972 Contract will be revised for this Contract as follows:

> The Administration will be responsible for the functions of advisement for the duration of this contract period. An experimental project by the Administration for this period will be evaluated by the Administration at the conclusion of that period. If, in the judgment of the Administration, this

experimental project does not fulfill the needs of the students for effective advisement, the Administration reserves the right to activate a faculty advisor system based on forty (40) students per one workload point, with the provisions of four (4) full school weeks (twenty (20) school days) for the advisement of students.

All necessary advisor materials will be provided prior to the twenty (20) day period. This includes:

1. Complete schedule by program and course.
2. Center student file data.
3. Program schedule forms.

The workload point calculation for the Advisor-Advisee System will be as follows:

1 to 20 students - 1/2 work load point
21 to 40 students - 1 work load point
41 to 60 students - 1-1/2 work load points

TRAVEL TIME

In those cases where travel to and from the main campus to other locations is not accomplished during the time provided for in the course, the instructor will be credited with additional points or fractions of points equal to the remaining travel time. A standard travel time will be determined for all off-campus locations. Time for travel during the time provided for in the course and any additional time required for travel would be credited to the educator on the terms of the ratio of minutes per point.

WORKLOAD ADJUSTMENT FOR SUPPORTING INSTRUCTIONAL ACTIVITIES

A. Staff and Student Activities

Evaluated as Assigned

B. Facilities and Maintenance Activities

Evaluated as Assigned

NOTE: THE ACCEPTANCE OF THIS WORKLOAD TO BE CONTINGENT UPON THE BOARD AND ASSOCIATION JOINTLY DETERMINING ALL COURSE TYPES.

ADDITIONAL ASSIGNMENTS

(To Replace: Work Outside of Workload Formula)

1. DURING SCHEDULED WORKDAY: INSTRUCTORS

   A. The Board may request instructors to engage in non-teaching assignments during the instructor's scheduled workday, relating to curriculum development or revision, advanced standing assessment activities that are not part of the instructor's normal responsibilities or other professional services.

   B. Requests to undertake such assignments may be presented to the instructor at any time during the school year.

   C. Assignments will be given a workload point value by mutual agreement of the Board and the Association.

   D. Such requests will be presented to the instructor in writing and shall be approved or rejected within seven (7) days.

2. OUTSIDE SCHEDULED WORKDAY: EDUCATORS

   A. If educators volunteer to engage in teaching outside of the educators' scheduled workday, compensation for such assignments shall be in accordance with the master contract part-time per-hour salary schedule.

   B. If educators volunteer to engage in curriculum assignments or advanced standing assessment activities outside of the educator's scheduled workday compensation for such assignments shall be at the rate of fifteen dollars ($15.00) per hour.*

   *Sixteen dollars ($16.00) per hour effective August 1, 1986.

   C. If educators volunteer to engage in other assignments outside of the educator's scheduled workday, compensation for such assignments shall be mutually determined by the Board and the Association.

   D. OUTSIDE SCHEDULED WORK-DAY FOR COUNSELORS:

   If counselors are specifically assigned to perform evening school, guidance or weekend testing activities outside of their scheduled workday, they shall be compensated for such activity in accordance with the part-time hourly salary schedule for Regular Part-Time Instructor contained herein, Type I Classification, on the same step of their salary schedule as they are on for day school.

SAFETY AND HEALTH

A. The Board shall make reasonable provisions for the safety and health of its employees while in the course of their employment, and all employees are expected to cooperate to the best of their ability in the prevention of accidents to themselves, fellow employees and students.

B. The Board and the Association will cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make a school a safe and sanitary environment. The Board and the Association each shall appoint three (3) members to a joint safety committee. The committee shall:

1. Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that adopted safety recommendations have been implemented.

2. Recommend to the Board any necessary in-service staff training in safety.

3. Make recommendations for the correction and elimination of unsafe or harmful conditions or practices.

4. Provide and maintain adequate first-aid supplies and equipment and keep all employees informed of all recommended first-aid and safety procedures recommended by this committee.

5. Review all disabling injuries and illnesses, investigate causes of same and recommend rules and procedures for the prevention of accidents and for the promotion of the safety and health of the employees and the students.

C. Safety Equipment

1. In those cases where safety glasses are required, the District will provide the instructor with an initial approved pair of safety glasses. For those instructors requiring prescription glasses the school will only reimburse the employee for the cost of an approved pair of glasses not the examination.

   If such glasses become damaged in the course of performing the normal duties of the position they shall be repaired or replaced as necessary.

OFFICE FACILITY

Each educator shall be assigned office space adequately furnished to fulfill his/her professional needs.

EMERGENCY SCHOOL CLOSURES

In the event any District facility is closed by order of the District Director or by order of a governmental body or official with proper jurisdiction because of adverse weather conditions, failure of mechanical equipment, fuel shortage, bomb threats or any other situation beyond the control of the District, such closure shall not be the cause of a salary deduction for any instructor affected by that closure. Any scheduled teaching day lost as a result of a District facility being closed pursuant to such an order may be rescheduled by the District Director prior to the end of the school year on any day or days identified in the school calendar as days in which the instructors are required to be in attendance as the District Director may select, such rescheduled work time to be made up by the instructors involved without any additional compensation. Before the District Director publicly announces the date or dates for any rescheduled work time, notice of the date or dates that he contemplates selecting shall be communicated to the Association President, and if requested by the Association, an opportunity shall be given to the Association for discussion with the District Director of such date or dates.

If any full day school closing is not announced by the beginning of the educator's normally scheduled workday and the educator reports to work, the educator shall be paid 1/1330 of his/her base salary for each full or partial hour worked prior to the official announcement of the closing.

WORKDAY FOR INSTRUCTORS

STATEMENT ON WORKDAY

If at all possible during the term of this contract, the Administration will schedule the instructor's workday between the hours of 7:00 a.m. and 6:00 p.m. However, an educator whose first class is scheduled to begin at 7:30 a.m. or earlier may schedule up to one hour of preparation time prior to his/her first class provided it does not result in a workday beginning before 6:00 a.m. and further provided it does not result in a workday of such length as to require the payment of compensatory time or additional wages, unless the instructor's supervisor agrees to the lengthened workday. Such time shall not be used for activities other than preparation for class or meeting with students.

INSTRUCTORS' TEACHING CONTRACT DAY

An instructor's scheduled day will be the attendance at school seven (7) consecutive hours per day excluding lunch except where the instructor has over thirty-eight (38) workload points. Then he/she will be required to be present only six (6) consecutive hours per day excluding lunch.

The instructor identifies his/her normal campus attendance hours including arrival, lunch and departure on a form supplied by his supervisor.

If an instructor desires to make a deviation of up to one-half hour from his/her normal schedule, the instructor must reasonably attempt to provide prior notification to his/her immediate supervisor of the deviation. An instructor may make a major deviation (one-half hour or more) from his/her normal schedule with the prior approval of his/her immediate supervisor.

INSTRUCTORS' NON-TEACHING CONTRACT DAY

On contract days in which instructors are not scheduled to teach classes, the instructor will be in attendance on campus between the hours of 8:00 a.m. and 4:00 p.m. excluding lunch.

Deviation from this time schedule can occur with the consent of the instructor and the Division Chairperson.

INSTRUCTORS' WORKDAY - ADDITIONAL ASSIGNMENT

Instructors whose total workload consists of an additional assignment will perform the activities of the assignment on campus between the hours of 8:00 a.m. and 4:00 p.m.

PREMIUM PAY/COMPENSATORY TIME

1. If an instructor with over 38 workload points is scheduled to be present at school for seven (7) consecutive hours on any day, excluding lunch, the instructor shall earn compensatory time at the straight time rate for that seventh hour. Compensatory time shall be taken off by the end of the semester in which it is earned at times approved by the instructor's supervisor. Should it not be possible for the compensatory time to be taken off within the semester, it shall be paid for at the rate of time and one half the instructor's basic hourly rate of pay.

2. If an instructor's scheduled workday extends beyond seven (7) consecutive hours per day, excluding lunch, the instructor shall receive compensation in the amount of one hundred fifty percent (150%) of his/her basic hourly wage as premium payment for the time extending beyond the seven (7) hours. In lieu of receiving this cash compensation, the instructor may elect to earn compensatory time at the rate of one hour for each hour of said time worked. This compensatory time shall be taken off by the end of the semester in which it is earned at times requested by the instructor and approved by his/her supervisor. Should the compensatory time not be taken off within the semester, it shall be paid for at the rate of time and one half the instructor's basic hourly wage.

3. Time involved in work activities performed prior to an instructor's first class of the day or following an instructor's last class of the day shall not be considered as part of the instructor's workday for purposes of determining eligibility for premium pay or compensatory time unless the instructor's supervisor specifically agrees to the necessity of such work activity being performed at that time.

WORKDAY FOR COUNSELORS

A. Hours of work on days instructors are required to be on campus (during 190 day calendar) are as follows:

Eight (8) hours per day, exclusive of up to one (1) hour off for lunch, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Thursday, and seven and one-half (7-1/2) hours per day, exclusive of up to one (1) hour off for lunch, between the hours of 8:00 a.m and 4:30 p.m. on Friday. Upon request, consideration will be given for counselors to begin their workday at 7:30 a.m. during such periods.

B. Hours of work on days instructors are not required to be on campus are as follows:

Seven and one-half (7-1/2) hours per day, exclusive of up to one (1) hour off for lunch, between the hours of 8:00 a.m and 5:00 p.m. Upon request, consideration will be given for counselors to begin their workday at 7:30 a.m. during such periods.

C. A lunch period of up to one (1) hour between the hours of 11:30 a.m. and 1:30 p.m shall be granted to each counselor. Counselors may elect to take a thirty (30) minute lunch period but must identify in their schedule at the beginning of each semester their normal working hours, including arrival, lunch period, and departure, on a form supplied by their supervisor. Such schedule cannot thereafter be altered except by mutual consent of the counselor and his/her supervisor.

DUTY-FREE LUNCH PERIOD

All instructors shall be entitled to a duty-free lunch period of one (1) hour. The instructor may elect to take a thirty (30) to sixty (60) minute lunch period, but must identify in his/her semester's schedule a fixed lunch period, which cannot thereafter be altered except through mutual consent of the instructor and his/her supervisor.

If an "overtime" situation would develop through the exercise of this flexibility, the instructor must take a sixty (60) minute lunch hour.

Instructors shall have the flexibility to utilize a duty-free lunch period any time during the instructor's identified workday. The instructor can elect to take the lunch hour at the beginning or the end of the instructor's identified workday.

The identified lunch hour will not conflict with classes as scheduled.

When an identified lunch hour conflicts with A or B below, the instructor will take his/her lunch at a different time that day.

A. Full instructional services meetings, full divisional meetings, or quarterly staff meetings as called.

B. Other meetings called by management where ALL staff are required to attend.

Regarding department meetings, in cases where scheduled department meetings are in conflict with instructor-identified workdays because of the lunch hour time, the instructor will alter his/her lunch hour in order to attend the meeting.

Faculty eating lunch at their desks is considered to be the lunch period and must be consistent with the identified lunch hour.

Instructors will not deliberately schedule lunch hours which result in their inability to meet with students outside of scheduled classes.

Scheduling shall make a reasonable effort to provide a free period between 11:30 a.m. and 1:30 p.m. for those instructors who designate in advance that is when they will take their lunch. It shall be the instructor's responsibility to notify his/her supervisor in sufficient time prior to each semester's scheduling if he/she desires such consideration. Each Program Coordinator shall define "sufficient time" in a memo to his/her Department Members prior to such scheduling each semester.

DEFINITION OF TEACHING PERIOD

A teaching period shall be defined as a sixty (60) minute or less unit of time based on the ratio of minutes per point which consists of a fifty (50) minute or less unit of instructional time in the presence of students and an additional ten (10) minutes or less unit of time which may be used for travel, housekeeping/security activities, incidental student contact, or activities related to that specific instructional assignment.

THE WORK WEEK

The work week shall consist of five (5) consecutive days per week.

SUMMER TEACHING ASSIGNMENTS

Bargaining unit members will be given the first opportunity to volunteer for summer teaching and/or curriculum work. Such volunteers shall be paid in accordance with the Part Time Hourly salary schedule. If there are insufficient volunteers, the Administration can fill such positions at its discretion, which, subject to the following provisions, could include requiring bargaining unit members to work.

A. Any full time or regular part-time II instructor who is required to work for the duration of the assignment for summer teaching and/or curriculum assignments will be compensated for such assignments on a pro-rated basis in accordance with the workload formula. All such instructors shall receive payment for the July 4th holiday. If feasible as determined by the Administration, instructors will not be required to work more than nine (9) weeks during the summer. However, any instructor who is required to work more than nine (9) weeks of summer session shall be paid 1.5 times his/her summer daily salary for each day beyond nine (9) weeks.

B. If full time instructors are assigned summer teaching and/or curriculum work, they shall be assigned full-time workloads unless the individual agrees to an assignment of less than a full load. If part-time II instructors are assigned summer teaching and/or curriculum work, they shall be assigned regular part-time II workloads unless the individual agrees otherwise.

C. The Administration shall post summer work assignments in the applicable Coordinator's office area(s) for a minimum of six (6) consecutive contract days, excluding holidays. A copy of said posting shall also be sent to each instructor who is scheduled to work off campus during any of the days the assignments are posted. Qualified instructors who are interested in a posted assignment must sign the posting.

D. Assignments shall be made to qualified instructors who signed the posting, in the order of their seniority, with full time instructors having preference over regular part-time II instructors for full time workload assignments and regular part-time II instructors having preference over full time instructors for part time II workload assignments.

E. If a sufficient number of qualified instructors do not indicate their interest in posted assignments to fill all of them, the Administration shall then have the right to give any remaining full time workload assignment(s) to the least senior qualified full time instructor(s) and to give any remaining part-time II workload assignment(s) to the least senior qualified part-time II instructor(s).

F. Notwithstanding the provisions of paragraphs B and D above, if a part-time II workload assigned to a part-time II instructor becomes a full-time workload because of new class bonus points, the part-time II instructor may not refuse said assignment nor may the instructor be displaced by a full-time instructor.

G. All summer teaching and/or curriculum assignments shall be made no later than May 1 except that after May 1 the Administration may make changes in assignments necessitated by section additions or cancellations. The assigned instructor is obligated to complete the resulting assignment regardless of the decrease or increase in workload resulting from these changes in assignments. In addition, new assignments may be made after May 1 with the instructor's approval.

SCHOOL CALENDAR

The school year shall consist of no more than one hundred ninety (190) contract days from the first day that educators are required to be at school until the last day they are required to be in attendance, in accordance with the official school calendar.

CONTRACT CALENDAR
1985-1986

August 19	Instructor preparation day
August 20	In-service Day
August 21	Classes begin
September 2	Labor Day Holiday
November 28, 29	Thanksgiving Holiday
December 17	End of first semester for traditional classes
December 18, 19, 20	Exam days for traditional classes Class days for individualized classes
December 23 through January 3	Instructor recess
December 25	Christmas Holiday
January 1	New Year's Holiday

January 2*, 3*	Grade and Report Day
January 6 (a.m.)	In-Service Day
January 6 (p.m.)	Instructor preparation day
January 7	In-Service Day
January 8	Second semester classes begin
February 17	In-Service Day
March 28	Good Friday Holiday
March 31 through April 4	Instructor recess
May 16	End of second semester for traditional classes
May 19, 20, 21	Exam days for traditional classes Class days for individual classes
May 22	Grade and Report Days
May 23 (a.m.)	In-Service Day
May 23 (p.m.)**	Grade and Report Day
May 26	Memorial Day Holiday

SUMMARY

174 - Teaching Days
1½ - Instructor Preparation Days
4 - In-service days
7 - Holidays
3½ - Grade and Report Days

190 - Calendar Days

*Instructors are not required to be present on campus on these days. Grades and reports due 4:00 p.m. January 3, 1986.

**Grades and reports due by 4:00 p.m. May 23, 1986.

CONTRACT CALENDAR
1986-1987

August 18	Instructor preparation day
August 19	In-Service Day
August 20	Classes begin
September 1	Labor Day Holiday
November 27, 28	Thanksgiving Holiday
December 18	End of first semester for traditional classes
December 19, 22, 23	Exam days for traditional classes Class days for individualized classes
December 24 through January 7	Instructor recess
December 25	Christmas Holiday
December 26*	Grade and Report Day
January 1	New Year's Holiday
January 2*	Grade and Report Day
January 8 (a.m)	In-Service Day
January 8 (p.m.)	Instructor preparation day
January 9	In-Service Day
January 12	Second semester classes begin
March 2	In-Service Day
April 13 through April 16	Instructor recess
April 17	Good Friday Holiday
May 15	End of second semester for traditional classes

*Instructors are not required to be present on campus on these days. Grades and reports due by 4:00 p.m. January 2, 1987.

May 18, 19, 20	Exam days for traditional classes Class days for individualized classes
May 21	Grade and Report Day
May 22 (a.m.)	In-Service Day
May 22 (p.m.)**	Grade and Report Day
May 25	Memorial Day Holiday

SUMMARY

174 - Teaching Days
1½ - Instructor Preparation Days
4 - In-Service Days
7 - Holidays
3½ - Grade and Report Days
190 - Calendar Days

**Grades and reports due by 4:00 p.m. May 22, 1987.

1985-1986 SALARY SCHEDULE

STEP	90 CREDIT	BACHELORS	MASTERS	COUNSELORS
1	16,913	17,847	19,375	21,585
2	17,759	18,699	20,306	22,664
3	18,647	19,599	21,278	23,799
4	19,579	20,540	22,301	24,989
5	20,557	21,527	23,371	26,238
6	21,585	22,560	24,492	27,551
7	22,664	23,642	25,667	28,926
8	23,799	24,777	26,901	30,373
9	24,989	25,967	28,193	31,894
10	26,238	27,214	29,530	33,488
11	27,816	28,520	30,962	35,163
12		29,889	32,448	36,921
13		31,621	34,006	38,766
14			35,976	41,092

1986-1987 SALARY SCHEDULE

STEP	90 CREDIT	BACHELORS	MASTERS	COUNSELORS
1	17,759	18,739	20,344	22,664
2	18,647	19,634	21,321	23,797
3	19,579	20,579	22,342	24,989
4	20,558	21,567	23,416	26,238
5	21,585	22,603	24,540	27,550
6	22,664	23,688	25,717	28,929
7	23,797	24,824	26,950	30,372
8	24,989	26,016	28,246	31,892
9	26,238	27,265	29,603	33,489
10	27,550	28,575	31,007	35,162
11	29,207	29,946	32,510	36,921
12		31,383	34,070	38,767
13		33,202	35,706	40,704
14			37,775	43,147

SALARY SCHEDULE INTERPRETATION

A. STEP

The step is a position on the salary schedule as determined by evaluation of teaching experience (see: Placement on Salary Schedule.)

B. BACHELOR'S DEGREE

This column denotes educators who have a Bachelor's Degree from an accredited institution, or equivalent.

C. MASTER'S DEGREE

This column denotes educators who have attained a Master's Degree.

INCREMENT

The increment is the salary difference between the steps. The increment is awarded to each educator as payment for his/her experience.

INCREMENT PROGRESSION

All educators who have accepted a contract for the next school year will move from their present step to the next step on the salary schedule on August 1, except that new educators hired after August 1, 1978, to begin work at the start of second semester or after, will be initially employed on a half step and will move to the next regular step on August 1. The salary for the new step for all educators will be paid on wages earned after August 1.

COMPENSATION

Instructors may exercise the option of receiving their remaining pay checks for the previous contract year on July 1, in one lump sum rather than the normal 24 payments method, provided that they notify the District Business Manager in writing of their selection no later than May 15.

PLACEMENT ON THE INSTRUCTORS' SALARY SCHEDULE

Initial placement on the salary schedule will be made on the basis of the following formula:

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A. TEACHING EXPERIENCE

1. Credit for previous teaching experience in the field and at the level for which hired shall be given for the five (5) years immediately preceding full-time employment at WCTI on the following basis:

   One (1) year equals one (1) step on the salary schedule.

2. Credit for previous teaching experience not in the field and on the level for which hired or beyond five (5) years immediately preceding employment may be given on the following basis:

   One (1) year equals one-half (1/2) step.

3. Total credit for previous teaching experience shall not exceed seven (7) steps on the salary schedule.

B. OCCUPATIONAL EXPERIENCE

1. Credit for previous occupational experience related to the field for which hired shall be given on the following basis:

   One (1) year equals one-half (1/2) step on the salary schedule.

2. Total credit for previous occupational experience shall not exceed five (5) steps on the salary schedule.

3. Credit for previous occupational experience shall not include experience required for certification.

Placement on the salary schedule for initial salary is not to be changed after an educator has received the first contract from the Board. The Board is not obligated to hire any instructor higher than step six (6) on the salary schedule.

PLACEMENT ON THE COUNSELOR'S SALARY SCHEDULE

Initial placement on the salary schedule will be made on the basis of the following formula:

A. COUNSELING EXPERIENCE

1. Credit for previous counseling experience at the level for which hired shall be given for the five (5) years immediately preceding full-time employment at WCTI on the following basis:

   One (1) year equals one (1) step on the salary schedule.

2. Credit for previous counseling experience not on the level for which hired or beyond five (5) years immediately preceding employment may be given on the following basis:

   One (1) year equals one-half (1/2) step.

3. Total credit for previous counseling experience shall not exceed seven (7) steps on the salary schedule.

B. OCCUPATIONAL EXPERIENCE

1. Credit for previous occupational experience related to the counseling assignment for which hired shall be given on the following basis:

   One (1) year equals one-half (1/2) step on the salary schedule.

2. Total credit for previous occupational experience shall not exceed three (3) steps on the salary schedule.

3. Credit for previous occupational experience shall not include experience required for certification.

C. TEACHING EXPERIENCE

1. Credit for previous teaching experience on the level of the counseling assignment for which hired shall be given on the following basis:

   One (1) year equals one-half (1/2) step on the salary schedule.

2. Total credit for previous teaching experience shall not exceed two (2) steps on the salary schedule.

3. Credit for previous teaching experience shall not include experience required for certification.

Placement on the salary schedule for initial salary is not to be changed after an educator has received the first contract from the Board. The Board is not obligated to hire any counselor higher than step six (6) on the salary schedule.

SUBSTITUTE PAY

1. Where substitutes are needed, reasonable efforts will be made consistent with available time to obtain a voluntary substitute before any involuntary assignment is made.

2. Each instructor shall be paid ten dollars ($10.00)* per teaching period for the first ten (10) periods of each calendar month and twelve dollars ($12.00)** per period thereafter for the remainder of the month.

*Ten dollars and fifty cents ($10.50) effective August 1, 1986
**Twelve dollars and fifty cents ($12.50) effective August 1, 1986

REWARD AT THE TOP

The educator who has been in the system for ten (10) years and is at the top of the schedule and who does not receive any other salary adjustment, shall be awarded One Hundred Dollars ($100.00) per year to be added to his salary each year that he remains in the system, for a total of five (5) years.

EXAMPLE:

Ten (10) Years - Top of Schedule	$10,000.00
Eleven (11) Years	10,100.00
Twelve (12) Years	10,200.00
Thirteen (13) Years	10,300.00

BACHELOR'S EQUIVALENCY

For instructors who were hired and began work before August 1, 1985, completion of recognized journeyman requirements are equated as Bachelor's equivalency in combination with additional pre-employment related work experience. That is, an educator who would normally be placed on the ninety (90) credit salary schedule at initial employment will be granted a Bachelor's Degree equivalency for pay purposes provided he/she is recognized as a four (4) year Journeyman and, in addition, has three (3) years of related pre-employment work experience. In the event said instructor subsequently earns a Bachelor's Degree, he/she shall remain on the Bachelor's salary schedule but shall be granted thirty (30) earned credits. Should the instructor subsequently receive a Master's Degree, he/she shall be placed on the Master's salary schedule and continue to receive the thirty (30) credits.

For instructors who were hired and began work on or after August 1, 1985, completion of recognized journeyman requirements are equated as Bachelor's equivalency in combination with additional pre-employment related work experience. That is, an educator who would normally be placed on the ninety (90) credit salary schedule at initial employment will be granted a Bachelor's Degree equivalency for pay purposes provided he/she is recognized as a four (4) year Journeyman and, in addition, has three (3) years of related pre-employment work experience.

There shall be no earned credits granted to these instructors for recognized Journeyman requirements if they subsequently earn a Bachelors or Masters Degree.

GUIDANCE COUNSELOR VACATION SCHEDULE

All counselors on a twelve-month contract shall be granted ten (10) work days of paid vacation during the first year of employment. During the second through the fourth year of employment, the paid vacation shall be for fifteen (15) workdays. During the fifth through the seventeenth year of employment, the paid vacation shall be twenty (20) workdays. During the eighteenth year of employment and thereafter, the paid vacation shall be twenty-five (25) workdays.

Counselors shall take their vacation during the year it is accrued at a mutually agreeable time. In special cases, vacation may be accumulated to thirty (30) days with the consent of the District Director. Thirty (30) days accumulation is exclusive of the vacation for the current year.

If for some reason a counselor does not complete his/her employment year and he/she has used more vacation than earned for the current year (on a pro-rated basis), the counselor shall make financial restitution to the Waukesha County Technical Institute.

COUNSELOR HOLIDAYS

1 - Labor Day
2 - Thanksgiving
2 - Christmas
2 - New Years
1 - Good Friday
1 - Memorial Day
1 - Independence Day

10 Total

Should the District decide to close its facilities between Christmas Eve Day and New Year's Day, the Association agrees that the two (2) Christmas and two (2) New Year's holidays will be scheduled on days during the planned closing. One half (½) of any remaining normal work days during the time the facilities are closed shall be granted as additional paid holidays. The remaining one half (½) of said normal work days shall be taken off as vacation or unpaid days.

OTHER PROFESSIONAL TRAINING

Instructors demonstrating proficiency in their teaching area shall receive compensation as credits earned.

1. Compensation for such training shall be granted only to instructors hired prior to May 1, 1972. Those employed after this date shall not receive such compensation.

2. Those instructors employed prior to May 1, 1972 who desire to qualify for such compensation as defined but who do not presently qualify due to lack of such training shall notify the Board of their intention to achieve such training prior to June 1, 1972. Such training must be completed prior to June 1, 1974.

Demonstration of proficiency may take the form of passing a recognized professional examination. The above training must be related to the subject taught by the educator. The criteria used for weighing the monetary award shall be relative equivalency of training to college credits. Examples of equating professional training to earned credits are:

A.	C.P.A.	30 Credits
B.	R.N.	15 Credits
C.	Professional Engineer	30 Credits

CREDIT DEFINITION

A credit is defined as a minimum of sixteen (16) semester hours of collegiate graduate or undergraduate education, or one hundred eighty (180) hours work experience that improves, expands upon, or updates the educator's knowledge or skills in his/her teaching specialty, a thirty (30) hour workshop seminar in his/her teaching specialty or 56 accumulated hours of workshop-seminar experience in his/her teaching specialty acquired in a 12 month period, or 4.8 accumulated CEU's of workshop-seminar experience in his/her teaching specialty acquired in a 12 month period. The 12 month period shall be from September 1st to August 31st.

BARRIER CREDITS

Each educator shall earn six (6) credits during each five (5) year period, three (3) credits of which must be semester college work, commencing from the time of his/her initial employment. Those who receive a degree during the five-year period will have fulfilled the requirement. Failure to earn the six (6) credits will result in no increase in salary and may be cause for dismissal.

SALARY ADJUSTMENT FOR EARNED CREDITS

For those educators who have completed all of the Educational requirements needed to be eligible for a Standard Five-Year Certification by the Wisconsin Board of Vocational, Technical and Adult

Education, all credits earned after the completion of such educational requirements shall be compensated for in the amount of forty three dollars ($43.00)* per credit up to a maximum of thirty (30) credits. Credits taken to meet initial certification requirements are excluded from reimbursement under this provision only for instructors hired after January 1, 1973. Educators who are currently compensated for credits earned prior to meeting such certification requirement shall continue to receive those credits granted before September 1, 1978. Remuneration for earned credits will be effective on the check received for February, April, July or October upon the presentation of proper credentials.

Educators who are fifty-five (55) years of age and have completed thirty (30) earned credits will have the earned credit capacity extended to thirty-six (36) credits. Educators who are sixty (60) years of age and who have completed thirty-six (36) earned credits will have the earned credit capacity extended to forty-two (42) credits. Counselors will be awarded thirty (30) earned credit capacity beginning August 1, 1974.

An educator shall provide written notification prior to the enrollment for all courses directly related to his/her past and present WCTI teaching assignments and reasonable expectations of future teaching assignments and for all education courses, provided such courses are not duplicates of previously completed work.

Educators shall obtain written approval for all courses not directly related to their teaching assignments and for duplicate courses, workshops or work experience to be taken, with the appropriate Assistant Director prior to the enrollment in the course or the beginning of the workshop or work experience. Credit shall not be awarded for any duplicate or repetitive work experience previously completed, unless the educator can substantiate that such work experiences would improve, expand upon or update the educator's knowledge or skill in his/her teaching specialty. Written reasons shall be provided for any rejections under this clause.

Educators shall have the cost of tuition and fees reimbursed upon successful completion of approved VTAE courses and VTAE workshops in areas related to the teaching specialty.

*Effective August 1, 1986, Earned Credits will be compensated at the rate of forty-four dollars and fifty cents. ($44.50) dollars.

REGULAR PART-TIME INSTRUCTORS

A. DEFINITION

Regular Part-time Instructors are those who teach day-time credit classes. These instructors are further classified as:

1. REGULAR PART-TIME I

Instructors with less than one-half (½) of the normal full-time workload points or instructors with one-half (½) or more of the normal full-time workload points and not under a personal contract with WCTI and are scheduled to teach credit courses at WCTI for the first time.

2. REGULAR PART-TIME II

Instructors with one-half (½) or more of the normal full-time workload points who have previously taught credit courses at WCTI after September 1, 1972.

B. REGULAR PART-TIME I

1. Placement on the part-time hourly salary schedule will be in accordance with sections (2) and (3) below:

2. PART-TIME HOURLY SALARY SCHEDULE

EFFECTIVE: AUGUST 1, 1985

SALARY SCHEDULE POSITION	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
1	15.82	14.82	13.82	12.82	11.82
2	16.32	15.32	14.32	13.32	12.32
3	16.82	15.82	14.82	13.82	12.82
4	17.32	16.32	15.32	14.32	13.32
5	17.82	16.82	15.82	14.82	13.82
6	18.32	17.32	16.32	15.32	14.32
7	18.82	17.82	16.82	15.82	14.82
8	19.32	18.32	17.32	16.32	15.32
9	19.82	18.82	17.82	16.82	15.82
10	20.32	19.32	18.32	17.32	16.32

EFFECTIVE AUGUST 1, 1986

SALARY SCHEDULE POSITION	TYPE I	TYPE II	TYPE III	TYPE IV	TYPE V
1	16.69	15.69	14.69	13.69	12.69
2	17.19	16.19	15.19	14.19	13.19
3	17.69	16.69	15.69	14.69	13.69
4	18.19	17.19	16.19	15.19	14.19
5	18.69	17.69	16.69	15.69	14.69
6	19.19	18.19	17.19	16.19	15.19
7	19.69	18.69	17.69	16.69	15.69
8	20.19	19.19	18.19	17.19	16.19
9	20.69	19.69	18.69	17.69	16.69
10	21.19	20.19	19.19	18.19	17.19

3. All members of this bargaining unit teaching in the evening school as well as in the day school, shall be on the same salary step for the evening school as they are for the day school.

4. All other provisions of this Contract do not apply to Part-Time I instructors.

C. REGULAR PART-TIME II

1. Placement on the full-time salary schedule in accordance with the Master Contract.

2. Salary pro-rated on the following basis:

   Workload points divided by the normal workload for a full-time instructor (seventy-six [76] points) x salary = Total Semester Salary.

3. Paid leave benefits accrued at a rate proportionate to the percent the part-time II instructor's workload is to a normal full-time workload.

4 Regular Part-Time II educators may voluntarily participate in the District's health, dental, salary continuance, and life insurance programs for the period of their employment in such status. For each insurance program that part-time II educators elect to participate in, the District will pay a proportion of the contribution it makes toward the premium for regular full-time educators. Said proportion is equal to the ratio of the part time II educators' workload to a normal full-time workload. Premium costs in excess of the amounts paid by the District must be paid by the educator.

Part-time II educators may continue to participate in the aforementioned insurance programs during the summer provided they worked the previous fall and spring semesters as a full-time or part-time II educator with the District paying that portion of the premium for each insurance that it paid during the previous spring semester.

5. Regular Part-Time II instructors are required to be on campus the percentage of the workday that their workload is a percent of a normal full-time workload. Such requirement may be deviated from only with prior approval of the Administration.

6. If a lay-off or reduction to less than 50% of a full-time workload occurs among Part-Time II instructors, the reduction or lay-off will be in inverse order of seniority within the area of certification where the reduction occurs, provided the remaining Part-Time II instructors are certified and qualified to perform the work. If an issue as to qualification arises, it shall be subject to the grievance and arbitration procedure.

Seniority shall be determined by the number of continuous semesters served with the District as a Part-Time II instructor. Seniority shall continue to accrue for a period of 12 months while on reduced Part-Time I status under this clause.

No new Part-Time I instructors shall be hired in the area of certification for 12 months where a regular Part-Time II instructor is laid off or reduced to less than 50% provided that the Part-Time II instructor is certified, qualified and available to perform the work.

7. Remuneration for earned credits will be paid at 50% of the prevailing earned credit rate.

8. All other provisions of the Master Contract shall apply to Regular Part-Time II Instructors with the following exceptions: Layoff, Unpaid Leaves of Absence, Child Rearing Leaves of Absence.

D. GENERAL PROVISIONS

1. No part-time instructor's workload shall exceed thirty-two (32) points.

INSURANCE

HOSPITAL, MAJOR MEDICAL AND DENTAL

A. The current Wisconsin Physician Service (WPS) Plan or equivalent will continue in force during this contract period.

This insurance coverage includes full maternity coverage, one hundred dollars ($100) major medical deductible in accordance with the provisions of the policy; and a free-standing dental plan, with a maximum benefit of one thousand dollars ($1,000) per person per calendar year, twenty-five dollars ($25) deductible per person per calendar year, eighty percent (80%) paid co-insurance option, with no deductible to be applied on two diagnostic exams with bitewing x-rays and cleaning per year, and orthodontics paid at sixty percent (60%) with a one thousand dollar ($1,000) lifetime maximum. The Board and the educators participating in the plan shall share the cost of the plan as follows:

> Effective August 1, 1985, the District to pay premium cost to a maximum of ninety-six dollars ($96.00) per month per employee for individual coverage, or to a maximum of one hundred and ninety dollars ($190.00) per month per employee for family unit coverage. Effective July 1, 1986, the District to pay premium cost to a maximum of one hundred fifteen dollars ($115.00) per month per employee for individual coverage, or to a maximum of two hundred twenty-eight dollars ($228.00) per month per employee for family unit coverage. Any premium costs in excess of these amounts to be paid by participating educators.

An advisory committee will be established consisting of three (3) members to be named by the Board and three (3) members to be named by the Association, whose function it shall be to solicit and review bids from insurance carriers based upon the standards set forth in the current plan, so as to determine the carrier to be utilized. If this committee reaches impasse or is deadlocked and cannot select a carrier which the majority of the committee can agree upon, then the Board shall have the sole discretion to select or utilize the carrier it so chooses. In such an instance the Board's choice may not be challenged, no matter if they change carrier or not. This committee will have no authority to manipulate or change the provisions of the plan in any manner, but rather shall concern itself only with the carrier to be utilized.

B. Retirees of WCTI with a minimum of ten (10) years' service with the District who are at least sixty-two (62) years of age when they retire shall be eligible to participate in the group health insurance plan set forth above for the active employees until they reach age sixty-five (65) and thereafter in a medicare supplement program which in conjunction with medicare provides similar benefits to those provided under the group plan for active employees. In the event of a retiree's death, the surviving spouse may continue on an individual plan only until age 65 and thereafter in a medicare supplement program. The Board will contribute premium costs to the maximum amounts it pays for active employees. Any premium costs in excess of these amounts to be paid by participating retirees or surviving spouses.

C. In the event of an employee's death, the employee's insurance coverage as defined in this section shall continue in full force for a period of three (3) months at District expense. Thereafter the family of an employee with a minimum of five (5) years of service may participate in the group health insurance plan at their own expense for a period equivalent to the number of years of service. Should the surviving spouse remarry, die or the surviving children (assuming no surviving spouse) reach legal age prior to the expiration period, this extended coverage would cease immediately. Survivors of employees with less than five (5) years of service may participate in the group health insurance plan for nine (9) additional months or whatever length of time required by state law, if longer than nine (9) months, at their own expense.

INCOME PROTECTION INSURANCE

A. The policy will begin sixty (60) calendar days after the educator has been out of work due to health or accident. Compensation will be provided according to the terms of the salary continuance plan. This salary shall be tied into workers compensation, STRS disability and primary social security benefits. That is, the total amount shall always be at least sixty-six and two-thirds (66-2/3) percent of the salary at the time of the claim, up to a maximum of three thousand dollars ($3,000) per month. The coverage shall also be tied with the educator's sick leave as stated below:

a. If the educator has sufficient sick leave accrued, he will receive sick leave for the period before insurance coverage begins. If the educator does not have sufficient sick leave accumulated, the educator may at his/her own option draw up to twelve (12) days against future sick leave, with the understanding that if the educator terminates his or her employment prior to earning the days of sick leave he or she is so advanced, the educator will reimburse the District for any amount so paid at the time of termination.

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SCHEDULE OF INSURANCE BENEFITS

CLASS INSURED	All full-time and part-time II employees
BENEFIT:	Long-term disability - *Sixty-six and two-thirds percent of daily earnings as defined in the insurance plan, to a maximum of three thousand dollars ($3,000) per month.
WAITING PERIOD:	One (1) month
BENEFIT DURATION:	Coverage beyond age sixty-five (65) will be in accordance with the Federal Age Discrimination in Employment Act.

*Reduced by disability payments an employee is entitled to under Primary Social Security and Worker's Compensation, and STRS disability.

LIFE INSURANCE

Full-time professional employees will be provided a policy whose face value is equal to one and one-fourth (1-1/4) times his/her annual salary to the nearest thousand, maximum face value for any policy to be fifty thousand ($50,000) dollars; entire payment to be made by the Board.

SCHEDULE OF BENEFITS

EMPLOYEES INCLUDED:	All full-time employees, Limited Term Employees, and Part Time II.
NON-CONTRIBUTORY LIFE INSURANCE FOR YOU	Your amount of Life Insurance will be equal to one and one fourth (1-1/4) times the basic annual contract salary adjusted to the next highest thousand, with a maximum of $50,000.

NOTE:

A. If you retire at age seventy (70), your Life Insurance will be continued in full, provided you have completed fifteen (15) years of service. When you reach age seventy (70) your Life Insurance will be reduced in accordance with "C" below.

B. If you retire prior to age seventy (70), your Life Insurance will be continued in full, provided you have completed fifteen (15) years of service and are at least sixty-two (62) years of age. When you reach the age of seventy (70), your Life Insurance will be reduced in accordance with "C" below.

C. Your Life Insurance will be reduced twenty-five (25%) percent of the scheduled amount on the first day of the calendar month next succeeding or coinciding with the day you reach age seventy (70). On each of the next two anniversaries, your insurance will be further reduced by the same dollar amount. Your final insurance policy will not be less than twenty-five (25%) percent of the scheduled amount.

D. Insurance will not be reduced if your compensation changes.

E. The insurance amount based on salaried classifications will be redetermined at the beginning of each contract year.

F. The Life Insurance coverage for employees retiring or leaving with less than fifteen (15) years of service shall be discontinued, unless the employee exercises his right to personal conversion.

The total contribution is paid by Waukesha County Area Vocational, Technical and Adult Education District Board.

Eligible employees who elect to take the Voluntary Early Retirement Plan (Appendix B-9) shall be eligible for and receive the life insurance coverage specified in that plan if it is greater than that outlined here.

INSURANCE COVERAGE

Health, dental, life, and income protection insurance shall continue for all regular educators through the effective resignation date indicated on the resignation notice.

RETIREMENT FUND

EMPLOYER PAYMENT OF EMPLOYEE'S CONTRIBUTION TO THE RETIREMENT FUND

It is agreed by and between the Waukesha County Vocational, Technical and Adult Education District and the Waukesha County Technical Educators Association, that the Waukesha County Area Vocational, Technical and Adult Education District shall pay to the Wisconsin Retirement Fund an amount up to a maximum of five percent (5%) [six percent (6%) effective January 1, 1986] of base salary, earned credits, evening school, summer school, substitute pay, curriculum pay, coaches salaries, reward at the top, overload, overtime, club advisor pay, and additional wages earned for any other school-related activity that is paid through WCTI's payroll system. This payment will be made in lieu of the retirement contribution required to be deducted from each Educator's salary payments.

It is understood and agreed that all such payments of contributions made by the Waukesha County Area Vocational, Technical and Adult Education District shall be reported to the Wisconsin Retirement Fund in the same manner as though deducted from earnings of participating educator employees, and that all such payments of contributions by the Waukesha County Area Vocational, Technical and Adult Education District shall be available for all retirement fund benefit purposes to the same extent as normal contributions which were deducted from the earnings of participating educator employees, it being understood that such payments made by the Waukesha County Area Vocational, Technical and Adult Education District shall not be considered school district employer contributions.

WORKER'S COMPENSATION

If an educator is absent from work due to an incapacitating injury because of an assault or other injury incurred as a result of his/her performing services directly related to the educator's employment, the following shall apply:

1. If this injury is covered by Worker's Compensation, the educator shall continue to receive his/her regular salary for a sixty (60) day period of absence caused by the disability from the first day following the incident or accident. It is agreed that these payments shall not reduce the educator's accumulated sick leave and that the educator shall turn over to the District all Worker's Compensation insurance benefits he/she receives for said period of time.

2. After the sixty (60) day period of absence specified in paragraph 1 above, the educator's compensation will be based upon benefits provided by the Worker Compensation Act and the District's Income Protection Insurance.

3. During the first sixty (60) day period of absence, the educator's fringe benefits, including sick leave and vacation accrual, shall be continued. Beyond said period of time, the educator's fringe benefits shall not be continued except that health, dental, life and income protection insurances shall continue while the educator is receiving temporary disability benefit payments under the Worker's Compensation Act.

4. In the event this injury is not covered by Worker's Compensation or is being contested by the Industrial Commission under the Worker's Compensation Law, the educator shall still be covered under the terms of the salary continuance plan.

5. In order to be eligible for this benefit, the educator shall promptly report the incident to the Board or the District Director.

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6. If an educator is finally adjudged guilty of a criminal charge or has judgment entered against him/her in a civil case as related to the incident, terms of the salary continuance plan will not apply.

WAIVER

This Agreement shall constitute the full and complete written commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.

The parties agree that negotiations will not be reopened on any item contained herein during the life of this Agreement, except by express mutual consent of the parties.

SAVINGS CLAUSE

This contract is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations, thereof. In the event that any provision of this Contract is found to be inconsistent with existing statutes or rules or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail, and if any provision herein is found to be invalid or unenforceable by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. In such an event either party shall have the right to immediately reopen negotiations with respect to the article, section, or portion of this Agreement involved.

If any provision or portion of this Contract is prevented from being put into effect because of applicable legislative action, executive order or regulation dealing with wage and price controls, then only such specific provisions or portions specified in such decision shall be invalid, the remainder of this Contract continuing in full force and effect for the term of the Contract.

MANDATORY/PERMISSIVE ITEMS

If by operation of a statutory law, the permissive items contained in this agreement are subject to becoming mandatory subjects of bargaining, the parties agree that all such permissive items will evaporate twenty-four (24) hours prior to the effective date of such legislation. Final determination of which items are evaporated by this section shall be withheld until the items are identified as permissive by a declaratory ruling of the WERC or until the items are modified by the parties themselves. All such petitioned items shall be maintained and enforced during the period of determination above.

Within twenty (20) working days following the effective date of the legislation either party may file a petition with the WERC requesting a declaratory ruling on items contested as being mandatory subjects of bargaining.

If requested, the opposite party shall participate in a joint petition for declaratory ruling through the Wisconsin Employment Relations Commission to determine whether the challenged subjects are mandatory or permissive.

Upon receipt of a decision, all items found to be mandatory shall be continued. Those items found to be permissive shall be maintained until expiration of this Agreement in its entirety, or until final settlement of a successor agreement, whichever occurs earlier. The parties agree that bargaining of the successor Agreement shall include negotiations over the impact of the permissive language.

This section shall be deleted from the Agreement upon its expiration or upon settlement of a successor agreement, whichever occurs earlier, unless extended by mutual agreement of the parties. Any rulings by the WERC on petitions filed under this section shall be binding on the parties, even though the rulings may be made following the expiration of this section.

SOLEMN AND BINDING

THIS AGREEMENT IS SOLEMN AND BINDING ON BOTH PARTIES.

BOARD	ASSOCIATION
BY: Cooper Edward L. Cooper, Chairman	BY: James Schroeder James Schroeder, President
BY: James J. Warzon Chief Negotiator	BY: Leigh S Barker Leigh S. Barker Chief Negotiator

APPENDIX A

SPECIAL AGREEMENT

The District and the Association hereby agree that concerns of the Association may be processed in accordance with existing grievance procedure through Step 3.

WAUKESHA COUNTY AREA VOCATIONAL, TECHNICAL AND ADULT EDUCATIONAL DISTRICT

BY: ______________________
Director, Personnel Services

WAUKESHA COUNTY TECHNICAL EDUCATORS ASSOCIATION

BY: Leigh S Barker
Negotiator - WCTEA

APPENDIX B

SIDE LETTERS OF AGREEMENT

PAGE	AGREEMENT
B-1	PREMIUM PAY/COMPENSATORY TIME
B-2	LAY-OFF (CERTIFICATION AREAS)
B-4	LAY-OFF (PROJECT FUNDED COUNSELING AREAS)
B-5	WORKLOAD ISSUES
B-6	VIDEOTAPING
B-7	ADDITIONAL ASSIGNMENTS OUTSIDE SCHEDULED WORKDAY
B-8	EMPLOYEE BENEFIT TASK FORCE
B-9	VOLUNTARY EARLY RETIREMENT

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND THE WCTEA

PREMIUM PAY/COMPENSATORY TIME

The parties agree to the following clarifications of the PREMIUM PAY/COMPENSATORY TIME language in the Master Contract:

1. An instructor cannot be required to take compensatory time out of the middle of the workday. However the instructor may, if this is agreeable to his/her immediate supervisor.

2. An instructor may take full days of compensatory time, providing it does not conflict with any assigned classes or meetings.

3. An instructor who is entitled to premium pay/compensatory time may split the time, taking some as premium pay, some as compensatory time. This can be done in increments of not less than one hour.

This Agreement entered into this 27th day of February, 1984 by and between Waukesha County Technical Institute (WCTI) and the Waukesha County Technical Educators Association (WCTEA).

James	Leigh S
For WCTI	For WCTEA

APPENDIX B

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND WCTEA

LAY-OFF

For purposes of interpreting and applying Section 3A of the Lay-Off provision in the labor contract, the parties to the agreement hereby agree that currently there are the following state certification areas where there are separate, identifiable teaching disciplines within them.

806: Natural Sciences
Consists of Natural Sciences and Physical Sciences

809: Social Science
Consists of Economics, Psychology and Sociology

850: GOAL
Consists of English for GOAL, History for GOAL, Mathematics for GOAL, Science for GOAL, Reading for GOAL, Social Science for GOAL, English as a Second Language for GOAL, and Career Exploration for GOAL

For purposes of interpreting and applying Section 4 of the Lay-Off provision in the labor contract, the parties to this agreement hereby agree that currently there are the following program areas or state certification areas which include more than one separate, identifiable teaching discipline within them:

107: Business Data Processing
Consists of Data Processing Machine Operations and Business Data Processing

404: Automotive Servicing
Consists of Auto Servicing and Auto Body

420: Machine Shop
Consists of Machine Tool Operation, Tool and Die Apprenticeship, and Industrial Maintenance Mechanic

510: Nursing
Consists of Associate Degree Nursing, Licensed Practical Nursing, Health Unit Clerk, and Nursing Assistant

806: Natural Sciences
Consists of Natural Sciences and Physical Sciences

809: Social Sciences
Consists of Economics, Psychology, and Sociology

850: GOAL
Consists of English for GOAL, History for GOAL, Mathematics for GOAL, Science for GOAL, Reading for GOAL, Social Science for GOAL, English as a Second Language for GOAL, and Career Exploration for GOAL.

This agreement entered into this 27th day of February, 1984, between Waukesha County Technical Institute (WCTI) and the Waukesha County Technical Educators Association (WCTEA)

For WCTI

Leigh S Barker
For WCTEA

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND WCTEA

LAY-OFF

For purposes of interpreting and applying Section 3A of the Lay-Off provision in the labor contract, the parties to this agreement hereby agree that the District currently has the following project-funded counseling areas servicing specific populations:

Women's Development Center

Handicapped, Ethnic Minority and ABE

This agreement entered into this 27th day of February, 1984, between Waukesha County Technical Institute (WCTI) and the Waukesha County Technical Educators Association (WCTEA)

For WCTI

Leigh S Barker
For WCTEA

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND WCTEA

WORKLOAD ISSUES

The parties to this agreement hereby agree that effective August 18, 1986, and for the remaining term of the contract the following will be implemented on a trial basis:

1. For workload determination, clinical assignments shall be considered original preparation, not repeat sections, even if they run concurrently.

2. New Class Bonus points for all course types shall be valued at .25 points per period. New Class Bonus points are awarded when a course is taught by the instructor for the first time. They are also awarded for a course not taught by that instructor within his/her past ten (10) teaching semesters at WCTI or for a course when the Program manager and instructors agree that a majority of the curriculum has been altered.

3. Individualized learning labs shall be re-classified from Type V to Type IV.

This agreement shall expire July 31, 1987, unless extended by mutual agreement of the parties.

For WCTI

Leigh S Barker
For WCTEA

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND WCTEA

VIDEOTAPING

WCTI and the WCTEA hereby agree that during the term of the 1985-87 labor agreement between themselves:

1. Any decision to videotape a particular educator represented by the WCTEA will be by mutual agreement between the District (WCTI) and the educator.
2. Videotape assignments done during the workday shall be assigned workload points by mutual agreement of the District and the educator.
3. The Publication Rights, Inventions, and Patents section of the contract (Pages 21-22) shall apply to videotapes.

This Agreement shall expire July 31, 1987. The existence of this agreement, once expired, shall not be referred to by either party in any adversarial proceeding or be construed as altering either party's position regarding any prior agreements between them, the definition of "status quo" as it relates to the issue of videotaping, or of the applicability of any provision of the labor agreement to videotapes and videotaping assignments.

For WCTI

For WCTEA

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND WCTEA

OUTSIDE SCHEDULED WORKDAY

Pursuant to paragraph C of the Outside Scheduled Workday: Educators section of this agreement, WCTI and the WCTEA hereby agree that, for the period of the 1985-87 contract, educators who volunteer to engage in other assignments outside of their scheduled workday shall be compensated for such assignments at the rate of $15 per hour effective August 1, 1985 and $16 per hour effective August 1, 1986, except that educators who volunteer to attend meetings outside of their scheduled workday shall be compensated at the rate of $7.50 per hour effective August 1, 1985 and $8.00 per hour effective August 1, 1986.

Members of the bargaining unit who also teach in the evening school shall not be compensated for any scheduled evening school in-service or orientation which they attend.

This agreement entered into this 12th day of November, 1985.

For WCTI

Leigh S Barker
For the WCTEA

SIDE LETTER OF AGREEMENT

BETWEEN WCTI AND WCTEA

EMPLOYEE BENEFIT TASK FORCE

The District, and the WCTEA, hereby agree to the establishment of an employee benefit task force to be comprised of three (3) representatives from each of the three parties, the District, the WCTEA and the WCESSU.

The purpose of the task force is to research and identify various alternatives to the District's current employee benefits, with a focus on group insurances. Flexible benefit plans will be one of the things explored. The task force will make a specific recommendation for an employee benefit program to the collective bargaining team of each of the parties by March 31, 1987.

The party's collective bargaining teams will either accept or reject the task force's recommendations by April 15, 1987. If accepted, the recommendations will then be submitted for ratification to the District Board and the Association/Union memberships by April 30, 1987.

If all parties accept the recommendations, they will be implemented effective July 1, 1987, or as soon as possible thereafter. If one or more of the parties rejects the recommendations, or if the task force fails to agree on a recommendation, insurance issues will be part of the negotiations for the successor agreement.

For WCTI

Leigh S Barlow
For the WCTEA

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SIDE LETTER OF AGREEMENT
BETWEEN WCTI AND WCTEA
EARLY RETIREMENT INCENTIVE PLAN

EARLY RETIREMENT INCENTIVE PLAN
1985

Waukesha County Technical Institute currently provides certain insurance benefits to active employees and has arranged, in the 1985 Early Retirement Incentive Plan, to provide the same to electing retirees and, in some circumstances, to said retiree's spouses and dependents. When, as and if such insurance benefits are terminated or changed for active employees (for example: by requiring or increasing employee contributions or by altering or eliminating coverages), Waukesha County Technical Institute reserves the right to make identical changes in retirees' and/or their spouses' and dependents' insurance benefits.

I. ELIGIBILITY

A. Except as specified in paragraph D below, only regular full-time employees who at the time of their retirement from the District are at least 55 years of age and have completed 15 years of continuous full-time service with the District shall be eligible for benefits under this plan. For school year employees, a year of service shall be considered to mean a school year. For purposes of this plan, periods of layoff or unpaid leaves of absence shall not constitute a break in continuous service. Such periods of layoff or unpaid leaves of absence shall not count towards the accumulation of years of service for purposes of determining eligibility under this plan.

B. Employees applying for benefits under this plan with less than 20 years of continuous full-time service with the District must, in order to be eligible for benefits, also make application for any available retirement benefits under the Wisconsin Retirement System. Should said retiree, at any time during which they are receiving benefits under both this plan and the WRS become ineligible to continue receiving benefits under the Wisconsin Retirement System because they accepted employment in a WRS qualifying position, their benefits under this plan shall cease. If said employee subsequently becomes eligible again for benefits under the Wisconsin Retirement System, they shall be entitled to again apply for and begin receiving benefits under this plan provided, however, that no benefits shall be payable for any time after the employee's 65th birthday or after a date 36 months from the date of retirement from the District.

C. Employees with 20 or more years of continuous full-time service with the District at the time of their retirement who are otherwise eligible for benefits under this plan do not have to make application for benefits under the WRS but they will cease to become eligible for benefits under this plan if they accept employment in a WRS qualifying position. If they subsequently leave said employment, they shall be entitled to again apply for and begin receiving benefits under this plan provided, however, that no benefits shall be payable for any time after their 65th birthday or after a date 36 months from the date of retirement from the District.

D. Regular full-time employees who would otherwise be laid off shall be eligible for benefits under this plan provided they are at least 62 years of age and have completed at least 10 years of continuous full-time service with the District. To be eligible for benefits under this plan, said employees must terminate their employment with the District. Said employees shall cease to be eligible for benefits under this plan if they accept employent in a WRS qualifying position.

II. BENEFITS

A. Participants in this plan shall be paid an annual amount equal to 20% of their average gross earnings from the District during the three fiscal years immediately preceding the fiscal year in which the participant retires. Payment shall be made in semi-monthly installments beginning with the month following the month in which the participant retires and continuing for 36 months or until the participant attains age 65, whichever occurs first. In the case of a participant whose eligibility for benefits ends because of having attained age 65, the final payment shall be made for the semi-monthly pay period in which the participant's birthday falls. Should any participant die before the benefits payable under this section of the plan are exhausted, said benefits shall continue to be paid to the beneficiary or estate of the participant for such time as they would have had the participant not died.

B. Retirees eligible for benefits under this plan who are at least 55 years of age and have completed 15 years of continuous full time service with the District shall be eligible to continue in the District's group health insurance program for active employees. When the retiree and/or spouse of the retiree, if any, become eligible to do so, they must enroll in Medicare. Thereafter they shall be eligible to participate in a Medicare supplement insurance plan which in conjunction with Medicare provides benefits similar to those provided under the District's group plan for active employees. In the event of a retiree's death, the surviving spouse of the retiree, if any, may continue to participate in the District's group plan, or a Medicare supplement plan if eligible for Medicare, on an individual basis only. The District will contribute premium costs to the maximum amount it pays for active employees. Any premium costs in excess of these amounts must be paid by the retiree or surviving spouse.

Note: When, as and if group health insurance benefits are terminated or changed for active employees (for example: by requiring or increasing employee contributions or by altering or eliminating coverages), Waukesha County Technical Institute reserves the right to make identical changes in retirees' and/or their spouses' and dependents' insurance benefits.

C. Retirees eligible for benefits under this plan who are at least 55 years of age and have completed 15 years of continuous service with the District shall be eligible to continue in the District's group life insurance program for active employees. Scheduled reductions in the amount of insurance shall be in accordance with the provisions of the District's group life insurance plan for its active employees. The premium contribution paid by the District for this insurance shall be the same that is paid for active employees. Any additional premium amount shall be the responsibility of the retiree.

Note: When, as and if group life insurance benefits are terminated or changed for active employees (for example: by requiring or increasing employee contributions or by altering or eliminating coverages), Waukesha County Technical Institute reserves the right to make identical changes in retirees' insurance benefits.

III. SUNSET

A. For the District's non-represented employees, this Early Retirement Plan shall be effective as of August 1, 1985. Unless it ceases to exist earlier pursuant to Section V-G, this plan will cease to exist on July 31, 1992 for the District's non-represented employees. Non-represented employees who retire prior to cessation to this plan shall continue to be eligible for benefits provided herein.

B. For each of the District's Association/Union represented employee groups, this early retirement plan shall be effective upon its ratification by the membership of the Association/Union. Unless it ceases to exist earlier pursuant to Section V-G, this plan will cease to exist for each Association/Union represented group of employees on the expiration date of the labor contract agreement which is in effect on June 30, 1992 for that Association/Union represented group. Employees who retire prior to cessation of this plan shall continue to be eligible for benefits provided herein.

C. Unless this plan ceases to exist beforehand, a Joint Study Committee shall undertake a review of the experience with this plan during calendar year 1991 and shall submit the results of said study along with recommendations to the District Board in January of 1992. Prior to the cessation of this plan, the District and the employee groups shall decide whether or not it will be continued, and if so, under what conditions and in what form.

IV. APPLICATION PROCEDURE

A. Employees may retire under this plan only at the end of a semester. Applications for benefits must be submitted in writing to the Employee Relations Department by the beginning of the semester at the end of which they plan on retiring. The District Director may waive the above schedule in unusual situations.

V. OTHER CONDITIONS

A. In the case of an employee scheduled for lay-off, employees eligible for benefits hereunder shall be presented with the option to participate in this plan at the time lay-off notice is given to them.

B. The annual amount of money paid pursuant to Section II-A of this plan, as determined at the time of the employee's retirement, shall be the amount paid to said employee during the full time of his/her participation in the plan regardless of any changes that may occur in the plan at a future date. Retired employees, their spouses and dependents will however be subject to any changes in the District's group health insurance or group life insurance plans for active employees which may occur after the employee's retirement.

C. Employees electing to retire under this program shall not retain any re-employment rights with the District nor any other rights or benefits except those specified herein or any labor agreement covering said employees. Nothing herein shall be interpreted as prohibiting the District from re-employing said employees if it so chooses. However, if the employee is re-employed to work half time or more with the District, benefits payable under this plan shall cease.

D. Deductions from benefits under this plan such as taxes and FICA contributions will be made only to the extent required by law.

E. This program shall not apply or be available to any employee who is discharged or non-renewed for cause or who is receiving benefits under the District's long-term disability program.

F. This plan shall not be altered, changed, added to, deleted from, or modified prior to its expiration date. However, if any aspect of this plan is found to be discriminatory or violative of the Federal Age Discrimination Employment Act, the Wisconsin Fair Employment Act or any other state or federal legislation, by any court or administrative body of competent jurisdiction, the entire plan shall be deemed null and void. Should this occur, the District will meet with representatives of Association/Unions representing District employees in an attempt to modify the provisions of this plan to bring it into compliance with the legislation it was found to be violative of.

APPENDIX C

CLUB ADVISORS AND COACHES

PAGE	AGREEMENT
C-1	CLUB ADVISOR HONORARIUM FORMULA
C-2	COACH AND CLASSIFICATIONS AND COMPENSATION

APPENDIX C

CLUB ADVISOR'S HONORARIUM FORMULA

	I	II	III	Total
1. Number of Club Members	20-39$^{(1)}$	40+$^{(2)}$		(2)
2. Number of Occupationally-related field trips	2$^{(2)}$	3-5$^{(4)}$	6+$^{(6)}$	(6)
3. Number of Occupationally-related conferences coordinated and attended by the Advisor	1$^{(2)}$	2$^{(4)}$	3+$^{(6)}$	(6)
4. Number of Non-contract days worked while attending conferences	1$^{(2)}$	2-3$^{(4)}$	4+$^{(6)}$	(6)
5. Amount of funds raised annually by the club	\$200-$^{(1)}$ \$800	\$800+$^{(2)}$		(2)
			TOTAL	22 Points

BASE HONORARIUM FOR ADVISORS:

Category I	\$315*	- Occupational Club Advisor
Category II	\$158**	- Social, Special Interest and Service Club Advisor Category II Advisory may earn formula points in #'s 1 & 5 above.

Point Value \$14.33***

*\$331 Effective August 1, 1986
**\$166 Effective August 1, 1986
***\$15.05 Effective August 1, 1986

Club Advisor Minimum Expectations:

In order to receive the "base honorarium", the club advisor shall meet the following minimum expectations:

1. Have 12 dues paying club members (on or before) January 31st.

2. Complete the Annual "Plan of Action" in accordance with the Student Activities requirements.

3. Attend "Budget Review Hearing" and present "Annual Plan of Action," request for funds.

4. Attend Club Meetings, minimum of 1 per month.

5. Fund raise a minimum of $100 (gross proceeds).

6. Submit end-of-year evaluation report.

7. Occupational Clubs must make 1 occupationally-related field trip.

APPENDIX C

COACH CLASSIFICATIONS AND COMPENSATION

Men's Sports	Class
Head Basketball Coach	AA
Asst. Basketball Coach	B
Head Baseball Coach	A
Asst. Baseball Coach	C
Head Soccer Coach	A
Asst. Soccer Coach	C
Head Wrestling Coach	A
Asst. Wrestling Coach	B
Bowling Coach	D
Golf Coach	C
Tennis Coach	C

Women's Sports	Class
Basketball Coach	B
Bowling Coach	D
Cheerleading Coach	E
Tennis Coach	C
Volleyball Coach	B

COACHES COMPENSATION SCHEDULE

1985-86

Class	Step 1	Step 2	Step 3	Step 4
AA	1470	1575	1680	1785
A	945	1050	1155	1260
B	735	788	893	998
C	446	499	551	604
D	315	368	420	446
E	210	236	263	315

COACHES COMPENSATION SCHEDULE

1986-87

Class	Step 1	Step 2	Step 3	Step 4
AA	1544	1654	1764	1874
A	992	1103	1213	1323
B	772	827	938	1048
C	468	524	579	634
D	331	386	441	468
E	221	248	276	331

MASTER CONTRACT

1985-86
1986-87

WISCONSIN FEDERATION OF TEACHERS

LOCAL 395, AFL-CIO

and

WISCONSIN INDIANHEAD VTAE DISTRICT

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PREAMBLE

This agreement made and entered into, effective upon date of signing by both parties, by and between the Wisconsin Indianhead VTAE District Board, hereinafter referred to as the Board, and the Wisconsin Federation of Teachers, Local 395, AFT, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I - RECOGNITION OF THE UNION

Section A. Recognition and Implementation

1. The Board recognizes the Union as the bargaining representative for all teachers teaching at least 50% of a full teaching schedule in their area (a full teaching schedule shall consist of the normal student contact hours), Student Counselors, Librarians and Career Education Evaluators employed full-time by the Wisconsin Indianhead VTAE District. From this unit the following management positions are excluded: Assistant Directors, Administrators, Subject Discipline Coordinators, Instructional Services Coordinators, Grants and Contracts Coordinator, Public Relations Officer, Law Enforcement Specialist, High School Relations Specialist, Student Services Outreach Specialists, CETA Counselor, Native American Liaison Specialist, Nursing Assistant Specialist, Program, Department and/or Special Services Supervisors, Data Processing Programmer, Tribal Financial Management Training Specialist, Tribal Leadership Training Specialist, Emergency Medical Services Specialists, Supervisors Management Specialists, Financial Aids Officer, and Program, Department and/or Special Services Assistants. Also excluded from this unit are any employees considered administrative, supervisory, managerial, confidential, custodial and clerical not mentioned above. Instructor/Supervisors employed less than 50% supervision are included within the Union. If the Board changes these positions to more than 50% supervision, the change will be implemented the following school year. This change may be implemented earlier upon the mutual consent of the Board and the instructor/supervisor affected. The individual in said position will have the option of continuing employment as a supervisor and member of management or of returning to full-time teaching and remaining in the bargaining unit. The option to return to full-time teaching must be exercised within fourteen (14) days following notification of the position change. Failure to meet this timetable will automatically qualify the individual as a supervisor. Notification will be given to the Union.

a. To clarify the bargaining unit definition set forth above, the parties agree that teachers teaching ten (10) consecutive weeks or less, or carrying less than 50% of a full-time teaching schedule are not included in said definition. The parties recognize that what constitutes a "full teaching schedule" will vary depending upon the requirements of the projects/programs involved. Such teachers are not covered by the terms and provisions of this contract. Those teachers teaching more than ten (10) consecutive weeks (but less than eighteen (18) consecutive weeks) and teaching at least 50% of a full-time teaching schedule shall be covered by the terms and provisions of the Supplement to Contract, appearing at the end of the Master Contract. Those teachers employed in projects such as ABE, JTPA, Vocational Education, or under any other similar arrangement are covered by the Supplement to Contract. Those teachers teaching more than eighteen (18) consecutive weeks and teaching at least 50% of a full-time teaching schedule shall be covered by the terms and provisions of this contract.

2. The Union and the Board shall mutually agree to the selection of teacher representatives on any committee, agency or other such body established by the Board calling for teacher representation.

3. The Board shall make available to the Union, upon its request, any and all information, statistics and records which are public records and all records of the Board are public records except personnel records concerning the school, which the Union may deem to be relevant to negotiations, or necessary for the proper enforcement of the terms of this agreement.

4. Notice of special Board meetings and proposed agenda shall be provided to the President of the Union as soon as scheduled, prior to the meeting.

5. The Union shall, upon its request, be entitled to appear on the Board agenda and to speak on issues of said agenda before a vote is taken on such issues.

6. The Board shall permit a designated member of the Union, who is a regular member of the teaching staff, to investigate grievances, teacher complaints or problems, or for any purpose relating to the terms and conditions of this agreement if it does not interfere with the teacher's regular duties. Such Union representative or representatives shall inform the District Director or

Campus Administrator one (1) day in advance. Upon the representative's arrival, the District Director or Campus Administrator shall confer with the Union representative in order to facilitate the purpose of such a visit. If conferences with the teachers are necessary, they shall be scheduled so as not to interfere with the instructional program.

7. Whenever members of the Union are scheduled to participate during working hours in conferences, meetings, or in negotiations representing the collective bargaining agreements, they shall be granted the necessary time and shall suffer no loss of pay when scheduled by the administration.

8. Following verbal acceptance of the contract, both parties will meet to verify changes in the text of the contract. Within 20 days of this meeting the district will forward four copies of the revised draft of the new contract to the Union President for proofing. The union will return one approved copy of the draft to the district within 10 days. The district will then duplicate and distribute 200 final copies of the new Master Contract within 30 days from the date it received the union's response.

Section B. Employee Facilities

1. Teachers' lounge and restrooms shall be provided. Said rooms shall be adequately and attractively furnished and provided with a telephone with outside service.

2. The Board shall provide adequate parking facilities for all teachers covered by this agreement, and parking facilities for all teachers covered by this agreement shall be planned in conjunction with the new school construction.

Section C. Use of Facilities

1. The Union shall have the right to hold meetings in the school building upon proper notice to the administration.

2. The Union shall have the right to use the mail system and/or the mailboxes for the purpose of communicating with teachers regarding Union or related activities.

3. The Union shall have the right to adequate bulletin board space for the purpose of posting notices and bulletins regarding the business or activities of the Union.

Section D. Fair Share

1. The Board agrees to deduct the amount of dues certified by the Union as the amount uniformly required of its members from the earnings of the employees affected by this agreement and pay the amount so deducted to the Wisconsin Federation of Teachers, Local 395, AFT, AFL-CIO, monthly.

Section E. Dues Check-Off

1. The Board agrees to deduct Union dues from the wages of each teacher who voluntarily authorizes such deductions, fifteen (15) days after signing a contract, and who indicates this authorization by signing the following:

> TO: Wisconsin Indianhead Vocational, Technical
> and Adult Education District
>
> You are hereby authorized to withhold from each of my checks an amount of money equal to the yearly dues for members in Wisconsin Federation of Teachers, Local 395, AFT, AFL-CIO, divided by the number of pay periods based upon the payroll plan I am on (20 or 26 pay periods).
>
> This authorization may be revoked by me effective as of September 15 of any school year by written notice to the Treasurer of Local 395, Wisconsin Federation of Teachers and the administrative office of the school, given on or before September 15 of that year. Without such notice, it is deemed renewed from year to year until revoked by me or upon termination of employment.
>
> Signature ______________________________ Date ________________

2. All funds collected by the Board as a result of such deductions shall be remitted to the Wisconsin Federation of Teachers, Local 395, AFT, AFL-CIO, monthly.

ARTICLE II - FAIR PRACTICES

Section A. Equal Opportunity

1. In accordance with established policy (G-111), the Board shall not discriminate against any employee on the basis of race, creed, color, national origin, sex, religion, age, handicap, arrest and/or conviction record.

Further, the Board shall not discriminate against any teacher on the basis of membership or association with the activities of any teacher organization in compliance with Wisconsin Statutes.

Section B. Union Reference to Employment

1. The Board shall make certain that teacher application forms and oral interview procedures shall omit therefrom any reference to the teacher applicant's membership in teacher employee organizations in compliance with the Wisconsin Statutes.

Section C. Sex Discrimination

1. The Board shall agree that the principle of equal pay be observed, as defined in the Contract Salary Schedule provision, for comparable work and duties, and that all fringe benefits shall apply to all teachers in the same manner.

Section D. Teacher Qualification

1. The minimum requirement for all teaching positions shall be no less than the minimum requirements set forth by the Wisconsin Board of Vocational, Technical and Adult Education to qualify for state and federal aids in that particular area of work. Any teacher who, by reason of an addition to these minimum requirements, becomes unqualified for the position they then hold, shall be given reasonable opportunity to requalify therefore; provided, however, that this clause shall not be interpreted as a guarantee of employment for said teacher.

Section E. Seniority

1. Seniority shall commence with the date of signing of the initial full-time contract. Seniority longevity shall be based upon continuous service. Any break in continuous service due to resignation, failure to return to work from approved leave of absence, failure to return after the recall period for layoff, or from extended disability beyond three (3) years nullifies the initial date of seniority.

2. Seniority date for all federal project personnel shall commence on the date of initial employment. Seniority longevity shall be based upon continuous service. Any break in continuous service due to resignation, failure to return to work from approved leave of absence, failure to return after the recall period for layoff, or from extended disability beyond three (3) years nullifies the initial date of seniority.

3. A list shall be maintained by the administration showing the seniority of each member of the bargaining unit by district and by school. Such lists shall be made available to the union before October 15 of each year. A separate seniority list shall be maintained for project teachers. Four (4) copies of such lists shall be sent to the Union. When the list is submitted to the Union, they shall have thirty (30) days for acceptance or rejection. The Board will not be held liable for any error in seniority.

4. The Board shall inform the Union in writing of the following within one month of hiring; the employment date, prior teaching experience, prior work experience and salary of all new teachers.

5. The Board will treat all teachers from the merged districts in the creation of the present district equally in regards to seniority.

6. Teaching seniority for administrative staff returning to teaching duties shall be used for salary purposes only and shall not be used for job security purposes.

ARTICLE III - GRIEVANCE PROCEDURE

Section A. Definition

1. A grievance is defined as any dispute arising out of the interpretation or application of the master agreement or any dispute arising out of the reasonableness of Board policy relating to wages, hours, and working conditions adopted after the signing of this agreement.

Section B. Procedures for Adjustment

1. The grievant shall submit the grievance in writing to the appropriate administrator with or without representation, within 20 school days following the act or condition which is the basis for the grievance. The appropriate administrator shall give an answer within 10 school days.

2. If the grievance is not satisfactorily resolved, it shall be submitted to the District Director within 5 working days after having received the answer in Step 1. At the discretion of the Director, prior to the Director's response, a hearing may be called by the Director or designee within 7 school days to discuss said grievance with the grievant and/or representative. If grievance is not resolved satisfactorily at this hearing, the District Director shall respond to the grievance in writing within 8 working days. A copy of the District Director's answer will be sent to the union.

3. If the answer in Step 2 is not satisfactory, the grievance shall be submitted in writing within ten (10 school days to the Board or a committee thereof. At the next scheduled meeting of the Board, the Board will review grievance and decide a) to schedule a conference with representative to hear grievance at its next scheduled Board meeting, or b) waiver the conference and proceed directly to arbitration. Within eight (8) school days after the hearing, the Board shall communicate its decision in writing, together with its supporting reasons to the grievant and the union.

4. If the grievance is not satisfactorily resolved in Step 3 of the grievance procedure, the grievant or the union may submit the grievance to arbitration. If the issue is to be submitted to arbitration, the grievant or the union must advise the Board of same within ten (10) days of the answer in Step 3.

The Wisconsin Employment Relations Commission will be requested to provide a member of the Commission or its staff to serve as the arbitrator. The decision of the arbitrator will be final and binding.

5. All arbitration proceedings shall be held at such place as shall be mutually agreed upon between the Board and the Union. If the Board and the Union are unable to agree, the place of hearing shall be designated by the arbitrator.

6. All expenses incurred for the services of an arbitrator, including per diem expenses, if any, and/or actual and necessary travel and subsistence expenses and/or if either party desires a transcript of testimony to be prepared for the arbitrator, such will be the expenses which will be shared on an equal basis.

ARTICLE IV - WORKING CONDITIONS

Section A. Discipline and Discharge

1. All new employees within the Indianhead VTAE District shall serve a three (3) year probationary period, during which they will be given guidance, assistance and recommendations for improvement by their immediate supervisor and/or other supervisory personnel. A teacher shall not be disciplined, discharged or non-renewed during the probationary period, unless there exists a basis in fact therefor.

2. After the probationary period, a teacher shall not be disciplined, discharged, or non-renewed except for cause. In the event a teacher is disciplined, discharged or non-renewed, the full grievance procedure as set forth in ARTICLE III herein shall not be followed. In such event, the following procedure shall apply:

a) The Teacher and the Union shall be promptly notified in writing of the discipline, discharge or non-renewal, which shall contain a statement of the basis for the action. The teacher or the Union shall have five (5) school days within which to request a meeting with the District Director (Step b).

b) The District Director and/or representative shall meet upon request from the teacher within five (5) school days of such request for the purpose of discussing the action taken and the basis therefor. The teacher may have representation and counsel present at such meeting. Within five (5) school days following said meeting, the District Director shall notify the teacher and the Union of any change in the employer's position.

c) If the teacher and/or the Union remain dissatisfied with the action taken after the meeting with the District Director, either of them may submit the decision within ten (10) school days, to the Wisconsin Employment Relations Commission for final and binding arbitration, pursuant to the provisions set forth herein; provided, however, that in grievances processed hereunder, this remedy of final and binding arbitration shall be exclusive of any other procedures or remedies afforded to any teacher by law. Failure to comply with the ten (10) day time limit set forth above shall be deemed a waiver of the right to arbitrate the issue.

Section B. Evaluation Procedures

1. Teacher evaluation procedures are recognized to be a cooperative effort between the teachers and supervisors with the express purpose of achieving excellence in the area of effective and purposeful classroom instruction.

a) The supervisor shall make arrangements with the teacher being evaluated for a meeting to be held for the purpose of discussion of the evaluation. Such meeting shall be held within one (1) week of the date of the evaluation. When a written evaluation is filed by the supervisor, the teacher shall be presented with a copy of the same before the meeting is completed. Teacher signature on a written evaluation signifies that the teacher and supervisor have met and discussed the evaluation. The signing of said evaluation by the teacher is not to be considered an indication of agreement with all points of evaluation.

b) It shall be the responsibility of the administration to provide whatever additional assistance is needed to allow said teacher a fair and equitable chance to improve possible deficiencies in classroom instruction.

c) Student evaluations may be developed and used by the teacher for purposes of self-improvement in teaching and are not to become a part of the teacher's file.

Section C. Recommendations

1. If any teacher requests a letter of recommendation from the District Director, Administrator or other supervisory employee, the District Director, Administrator or other supervisory employee agrees to write one. The teacher shall receive a copy of said letter of recommendation if they so desire, and such letter shall be marked: "Copy to Teacher".

Section D. Employment Opportunities

1. Notice of any regular professional position vacancy within the bargaining unit shall be posted at all schools during the school year. Prior to April 14 of the school year, such notice of new positions shall be posted internally for a period of two (2) weeks before general circulation. If an unexpected vacancy should occur, the administration may post internally and externally at the same time for the position. The notice shall include a job description, including remuneration offered, duties, responsibilities and a statement of required qualifications. A "regular professional position" is a budgeted year-to-year Board approved position. It shall not include any specifically funded positions tied to a specific termination date.

Eligible teachers will be notified by mail of vacancies that occur during the summer, with said copy sent to Union President.

2. No teacher assigned to a campus in the Wisconsin Indianhead VTAE District shall be transferred from one city to another city within the district unless mutually agreed upon by the teacher and the District Director or designee.

3. When courses such as part-time adult education courses, JTPA or apprenticeship courses in the cities of Ashland, New Richmond, Rice Lake and Superior are offered by the Wisconsin Indianhead VTAE District that are outside of the normal work day, full-time contract teachers under this contract shall be given first option of applying, providing said teacher is qualified. Seniority shall be the determination factor in filling positions for said courses. Rate of pay shall be adjusted annually to correspond with regular staff (beginning of school year) and shall be as follows:

a) For apprenticeship, the student contact hourly rate of pay shall be $\frac{\text{contract salary}}{1330}$.

b) For JTPA, the student contact hourly rate of pay shall be $12.75.

c) For adult education instructors, the student contact hourly wage shall be the following step schedule:

Step 1	$ 9.25
Step 2	$ 10.25
Step 3	$ 11.25

Advancement on the schedule is dependent upon earning points. Points can be accumulated as follows:

(1) Field Services Adult Education teaching -- one (1) point will be awarded for each semester of teaching (minimum of 20 hours per semester). No more than two (2) points per year can be accumulated in this category.

(2) One (1) point will be awarded (maximum one (1) point per year) for attendance at Indianhead District Field Services in-service activity. Any other types of in-service activities, institutes, etc., will not be recognized for point accumulation without prior approval of the Adult Education Administrator.

(3) Instructors of behind-the-wheel driving will accumulate one (1) point for each three (3) students completing the normal program of behind-the-wheel instruction. No more than two (2) points per year can be accumulated in this program.

(4) An instructor who accumulates three (3) points will be eligible for advancing to the next higher step on the salary schedule.

(5) For instructors to stay at an advanced step (2 or 3), they must accumulate two (2) points per year. Failure to maintain two points per year will result in a decreasing movement, one (1) step/year to beginning step. An individual's movement on step schedule can be advancing or decreasing, depending upon activities with the adult education program.

(6) This wage scale will be utilized for full-time instructors working in Field Services non-credit courses beyond their regular work schedule only. Points will be credited for 1979-80 school year.

(7) Salary can only be adjusted annually (July 1).

Section E. Promotion Procedures

1. Each qualified applicant of the staff who makes written application shall be accorded a personal interview with the recommending agent.

2. A teacher who has failed to qualify for selection for promotion may contact the District Director for information which will help them grow in professional competence so that they may be eligible for selection at a future date.

Section F. School Year

Calendars provided in Appendix A for 1985-86 and 1986-87 based upon the following parameters:

190 contract days
8 paid holidays
Maximum 1 local in-service day designated
Equal semesters - 18 weeks, 95 days

Section G. School Day and Assignments

1. Teachers will have their regular teaching days scheduled within a span of seven (7) working hours at all attending centers, except nursing instructors in the ADN program may be scheduled a span of 8 1/2 working hours on regular teaching days, providing however, that such schedule shall not increase the number of their actual working hours beyond those worked by other teachers.

   (a) Evening classes conducted by the adult education administrative units which are not part of state approved full-time programs shall not be considered part of the regular teaching day. This clause does not apply to teachers hired for specifically funded positions or projects.

2. Class hours of teaching shall be scheduled so that three (3) hours of consecutive lecture teaching or four (4) hours of consecutive lecture/lab combination teaching shall be maximum.

3. When more than one (1) section of a class is scheduled, the senior teacher shall have their choice of section assignment.

4. All teachers shall be entitled to one (1) duty-free lunch period during this regular teaching day.

5. Teachers shall express in writing preference in teaching assignments. Such requests shall be submitted at least twenty (20) school days prior to the completion of the preceding semester. If the instructor does not receive the assignment, they shall be notified in writing of the reasons.

6. Teachers may express in writing preferences for extracurricular assignments.

7. Emergency or temporary substituting by a contracted teacher beyond the regular work day shall be voluntary and shall be reimbursed at an hourly rate of contracted salary divided by 1330.

8. Teacher contact hours shall be as follows:

(a)

Class Type	Periods Per Week
Lecture, Demonstration and Discussion	22
Lecture and Lab	25
Skill, Laboratory and Shop	25
Cosmetologist Instructors	30 (60 minute periods)

(b) No more than three (3) communication preparations shall be assigned to a teacher in any given semester.

(c) A teacher should be assigned no more than five (5) preparations.

9. A full-time teaching schedule shall be for a 38-week duration based upon classroom assignment of 22-25 hours per week in their area except for Cosmetology (30) in their area.

10. Section G-1 does not apply to Farm Training, Production Agriculture, Circuit Teachers teaching non-credit courses and Project instructors.

11. Sections G-2, G-8, and G-9 do not apply to Farm Training instructors, Production Agriculture instructors, Librarians, Counselors, Career Education Evaluators, Circuit teachers teaching non-credit courses and project instructors.

Section H. Non-Teaching Duties

1. Clerical aids shall be provided to handle non-teaching duties as deemed necessary by the administration.

2. Instructors except those circuit teachers teaching non-credit courses who must travel from one instructional center to another will be credited with contract hours in the following manner:

(a) Time alloted for travel will be deducted from the work week on the basis of 1/2 hour per 25 miles driving prorated up to 1/2 hour period. Driving distance and time allowance will be established prior to job assignments.

(b) Teaching contract hours will be assigned on the basis of 5/7 of the remaining work week contract hous.

3. Where equipment repair maintenance or installation is required to be performed beyond the regular work day, the performance of the same by teacher shall be voluntary. The Board shall have the right to have such work performed by persons of its choice, but should a teacher agree to perform the same, they shall be reimbursed at an hourly rate computed by dividing their contracted regular annual salary by 1330.

Section I. Class Size

1.

Class Type	Size
Communication Class	No more than an average of 30 students per Communication class will be assigned to any teacher teaching 50% of their load or more in Communication classes.
Lecture	Whenever possible the administration will maintain a class size of 35 maximum.
Laboratory	24 (not to exceed number of work stations)

Section J. Faculty and Committee Meetings

1. Faculty and committee meetings shall be held on school time. The students are the first responsibility of the school; consequently, class dismissals shall be held to an extreme minimum.

Section K. Professional Activities

1. Upon request, the local administrator may grant a teacher release time for the purpose of promoting their programs, arranging field trips, contacting potential student employers, or other activities which will upgrade the overall effectiveness of instruction.

Section L. Pay for Travel

1. All personal expenses incurred while on approved district business will be reimbursed in accordance with Board policy.

Section M. Conventions

1. The Union shall be allowed to designate a total of three (3) days of the school calendar as days for WFT conventions for authorized delegates plus a total of three (3) staff days of the school calendar as Federation Days. In the event that the National AFT Convention is held during the normal school year calendar, the additional two (2) days will be granted to one (1) delegate to attend said convention.

2. Time off shall be provided for 1/3 of WVA members from each campus wishing to attend the annual WVA convention with no reduction in pay. The Board will pay $25/day allowances which is expected to cover toward lodging, registration fees, meals, and other expenses. The Board will arrange transportation. Teachers not attending the convention will be required to report to work.

Section N. Protection - Safety and Health

1. The Board will agree to furnish all necessary safety equipment where required by applicable law. However, when this equipment is of such a nature that the teacher could use it for their personal use (for example, prescription glasses or safety shoes) the Board's liablity shall be limited to that portion of the cost of the item which the safety factor adds. All teachers are expected to cooperate to the best of their ability in the prevention of accidents to students, themselves and fellow employees.

2. The administration and the faculty shall cooperate in maintaining and making effective safety and good housekeeping rules that will eliminate hazards and make the school a safe and sanitary environment. The administration and the local Union shall appoint a joint Safety Committee. This committee shall be composed of representatives of administration and representatives of the local Union. The number of representatives shall be selected by the local Union. The committee shall:

(a) Meet for the purpose of discussing safety problems and shall inspect the physical plant to verify that adopted safety recommendations have been complied with.

(b) Make recommendations for the corrections of unsafe or harmful conditions and the elimination of harmful practices.

(c) Provide and maintain adequate first aid supplies and equipment, and keep all employees informed of all recommended first aid and safety procedures recommended by this committee.

(d) Review all disabling industrial injuries and illness, investigate causes of same, and recommend rules and procedures for the prevention of accidents and disease and for the promotion of the health and safety of the employees and the students.

3. A teacher of the Board injured or assaulted while in the line of duty as a result of duty or when involved in any school sponsored activity is protected by a Workmen's Compensation Policy.

(a) In the event that a teacher is injured or assaulted and as a consequence received Workmen's Compensation, the teacher shall be paid their full salary and shall endorse the amounts received from Workmen's Compensation to the Board for a period not to exceed 120 work days from the first day following the accident, exclusive of paid holidays. In this situation, prorated loss of time will be charged against sick leave benefits proportional to the amount of salary paid by the Board in relation to the amount of compensation paid by the Board in relation to the amount of compensation benefits received from the Workmen's Compensation settlement. During this time, the faculty member's benefits shall be maintained.

(b) In the event that a Workmen's Compensation claim is being contested, the Board shall pay the teacher's regular salary during the teacher's absence from duty, not to exceed 120 days.

(c) In such contested case, if the Industrial Commission grants Workmen's Compensation to the teacher, any adjustment necessary in the teacher's wages shall be in accordance with paragraph 3 (a) of this article.

(d) If the teacher is finally adjudged guilty of a criminal charge or has judgment entered against them in a civil case as related to the incident, the Board has no further responsibility for loss of pay or accumulated leave.

4. Employees should be reimbursed by the District for all expenses incurred as a result of any physical examination required by the State Statute or District Policy; provided, however, if the examination encompasses more than that required by statute, the Board's liability shall be limited only to those aspects of the examination which are actually required. Further, in no event should the Board be liable for any fee in excess of that reasonably and usually charged for the services by physicians in the Indianhead District area.

Section O. Teacher's Files

1. No material regarding a teacher's conduct, service, character, or personality, excluding materials relative to certification requirements, shall be placed in the files unless the teacher has had an opportunity to read the materials. The teacher shall acknowledge that they have read such materials by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they read the material to be filed and does not necessarily indicate agreement with the content.

2. The teacher shall have the right to answer any material filed and their answer shall be attached to the file copy. No additional material shall be added relating to this matter unless by mutual agreement between the parties.

3. The teacher shall be permitted to place in their file any material which they feel is pertinent to their professional career, performance and qualifications.

4. Communications of a non-professional nature shall not be placed in a teacher's file.

5. Official grievances filed by any teacher under the grievance procedure, as outlined in this agreement, shall not be used in any recommendation for job placement.

6. Upon request, the teacher shall have the right to use and to reproduce any material in their personnel file.

7. No secret file or any material, record, or the like, may be kept on any teacher for any purpose.

Section P. Board Policy

1. Any Board policy in conflict with this contract shall terminate on the effective date of this contract.

2. All new Board policies set during the term of this contract pertaining to hours, wages or conditions of employment shall be submitted one (1) week after approval to all Union members.

Section Q. Management Rights

1. Recognition of Board Rights: The Union recognizes the right of the Board and the District Director to operate and manage the affairs of the Wisconsin Indianhead VTAE District, in accordance with its responsibilities under law. The Board and the District Director shall have all powers, rights, authority, duties and responsibilities conferred upon them and invested in them by the laws and the Constitution of the State of Wisconsin.

2. Board Functions: The Board possesses the sole right and responsibility to operate the school system and all management rights repose in it, subject to the express provisions of this agreement. These rights include, but are not limited to the following:

A. The right to determine location of the schools and other facilities of the school system, including the right to establish new facilities and to relocate or close old facilities.

B. The determination of the financial policies of the school district, including the general accounting procedures, inventory of supplies and equipment procedures, and public relations.

C. The determination of the management, supervisory or administrative organization of each school or facility in the system and the selection of employees for promotion to supervisory, management or administrative positions.

D. The maintenance of discipline and control or use of the school system property and facilities.

E. The determination of safety, health and property protection measures where legal responsibility of the Board or other governmental unit is involved.

F. The right to enforce the rules and regulations now in effect, and to establish, revise and delete rules and regulations from time to time not in conflict with this agreement or the rights of management.

G. The direction and arrangement of all the working forces in the system, including the right to hire, suspend, discharge or discipline or transfer employees.

H. The right to relieve employees from duty for lack of work.

I. The determination of the size of the working force, the allocation and assignment of work to employees, the determination of policies affecting the selection of employees, and the establishment of quality standards and judgment of employment performance.

J. The determination of the layout and the equipment to be used, and the right to plan and control school activities. The determination of the processes, techniques, methods and means of school operations.

K. The right to establish hours of employment, to schedule classes and assign work loads; and to select textbooks, teaching aids and materials.

L. The right to contract or subcontract for goods, services, or work that is deemed desirable by the Board or the District Director.

M. The right to take whatever action is necessary to carry out the functions of the Board in situations of emergency.

N. The right to take whatever action is necessary to comply with state or federal law.

3. Exercise of Management Rights: The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement.

Section R. Staff Reduction

1. Whenever it becomes necessary to decrease the number of employed teachers who have completed a probationary period by reason of a decrease of pupil population within a specific campus, or any other reason, contractual employees shall be laid off in the inverse order of seniority by program (i.e., machine shop, accounting, etc.), or major instructional area, and by campus. Notice of such a layoff shall be sent prior to the July 1 preceding the school year in question by registered mail, return receipt requested, to the last known address of the employee.

A teacher who has the least seniority in the program or in a major instructional area to be reduced may transfer to another program or major instructional area in which they are certified and there is a less senior employee in that program or instructional area. Project employees will be laid off in the inverse order of the project seniority list.

Such teachers who have completed the probationary period shall be reinstated in that campus in inverse order of their being laid off, if qualified to fill the vacancies.

The seniority these teachers have accumulated shall be retained, but shall not accrue from time on lay off. Seniority for both regular contractual and project instructors for the purpose of recall from lay off shall be retained for a period not to exceed two (2) years. All laid off teachers have a period of thirty (30) days to accept or reject a recall to work and during this time no new permanent appointment may be made to fill that vacancy.

2. If a teacher who has completed a probationary period and had their individual teaching contract non-renewed because of lack of work, the said teacher may be given the opportunity to be reassigned to teach other courses in their area(s) of certification at all district facilities if such a vacancy exists. In no instance shall a senior teacher replace an existing faculty member at another district location.

3. No new staff members shall be hired part-time or full-time having the same areas of certification as said professional employee unless said non-renewal professional employee has been offered part-time or full-time contract and declines to accept same.

ARTICLE V - SALARY AND FRINGE BENEFITS

Section A. Salary Schedule

1. The regular schedules attached as Appendix "B" shall be adhered to for all teachers. Teachers shall remain in their present classification until a higher classification is earned.

Section B. Summer School Schedule

1. Teachers shall be notified of existing and expected vacancies in summer school no later than April 1, and must make application, in writing, by April 15th. Teachers shall be notified, in writing, by May 15 of their appointments to summer school.

2. Teaching positions in the summer school shall be filled by teachers on the regular employed staff of the preceding year if such qualified teachers are available and consent.

3. Seniority and service to the district shall be major factors in the appointment of qualified teachers for summer school.

4. Salaries for teaching in the summer session shall be prorated at 1/190 of the annual salary per day, based on the teacher's rate of the preceding semester and the percentage of the teaching load being taught.

5. For posting purposes only, summer school courses are those courses not part of an extended curriculum of a regular program.

Section C. Professional Growth

1. A teacher covered by this agreement who earns approved graduate credits shall be paid in accordance with the regular schedule attached as Appendix "B". Approved graduate credits appropriate to this agreement are those credits which lead to an advanced degree, or those approved graduate credits that lead to teacher improvement in instruction. For non-degree staff, only those approved credits that apply toward a baccalaureate degree shall be paid in accordance with salary schedule attached as Appendix "B". The teacher shall submit a transcript of the earned credits. Teachers who fail to properly document the additional credits prior to October 5 will not be reimbursed for those credits during the current school year.

2. Newly employed teachers shall be placed on the salary schedule according to Appendix "B".

3. Whenever the Board installs new equipment, new courses, or subject matter to such an extent that it will require additional skill or knowledge on the part of the teacher in the established departments to fulfill the objectives therein, the Board will provide at its expense an adequate training program for the required teacher involved, to enable them to properly use the equipment, fulfill the new or revised course objectives, or teach the new matter or revised subject matter.

Section D. Method of Payment

1. A contracted employee covered by this working agreement shall have the following payment options:

(a) Salary payments to be in twenty-six (26) equal payments per year; said payments commencing the first pay period after the start of the school calendar year.

(b) Upon the teacher's request, the balance of the contractual salary in 1 (a) above may be received by the last pay period of the second semester. This request will be made by January 1.

(c) Salary payment to be made in equal payments at two-week intervals over the actual teaching span. The last payment to be made no later than one week after close of instruction.

Section E. Health Insurance

1. For employees represented by this agreement, the Board will provide medical care benefits as described in the WITI Master Plan Document and pay the monthly premiums of $170.26/family and $63.76/single during fiscal 1985-86 and 1986-87. If these premiums increase prior to June 30, 1987, the Board will pay the increased amount.

2. The Board agrees to meet with an appropriate Union committee in connection with its review of current health insurance policies. The Board agrees to confer with this committee prior to changing insurance carriers and in the event the Board decides to select a different insurance carrier during the term of this agreement, it agrees that the new plan will provide coverage equal to or better than the plan previously in effect.

Section F. Group Life Insurance

1. The Board shall participate in Group Life Insurance for the teachers covered by this agreement.

2. The board agrees to pay 100% of the teachers' share of the Group Life Insurance.

Section G. Liability Insurance

1. The Board agrees to carry liability insurance covering the teachers covered by this contract, including malpractice insurance for nurse teachers.

Section H. Payroll Deduction

1. Upon request, contract teachers in like groups of six (6) may have amounts withheld from their payroll checks for tax sheltered annuities, United Fund, and/or payroll savings plan. The minimum monies per account which may be deducted under this plan is $1.00 per month, per individual.

2. The District Office shall be notified thirty (30) days prior to the first payroll date in May or November to initiate a payroll deduction or a change in authorization.

3. Adjustments shall be made in the first period in May or November and shall not be requested at any other time.

Section I. Wisconsin Retirement System

1. Teachers as represented by this contract are covered under the Wisconsin Teachers' Retirement System.

2. The Board shall pay the total amount of each teacher's contribution to the Wisconsin State Teachers' Retirement System up to 6% of the salary earned under this contract.

3. The Board shall offer an early retirement stipend to teachers who elect to retire between the ages of 62 and 65 who have a minimum of 15 years teaching experience in the district.

The amount of stipend paid by the Board shall be according to the following formula:

S x R x .075 = Stipend

Where S = Salary Final Year of Employment

R = Number of Years Retired Early (up to a maximum of 3)

This early retirement cannot begin during the school year except for special circumstances and with the approval of the District Director. This early retirement cannot be used in conjunction with any disability program.

This early retirement program shall continue through December 31, 1987. At the end of that period both parties will evaluate the program and if acceptable to both parties, the program may be renegotiated. Any teacher retiring under this plan shall be carried to the completion of his/her program.

Payment of this Stipend is to be made as equal monthly payments to age 65. In the event of his/her death, the unpaid balance shall accrue to the retiree's estate.

The maximum number of qualifying persons electing this early retirement program shall be limited to two per year. The person(s) chosen for this program will be based upon first come, first serve. When requests are received at the same time, seniority shall be the determining factor. The Board will accept requests only during the school year preceding early retirement (after September 1). Requests will not carry-over from one year to another year. This program will begin with Applications accepted during the 1984-85 school year.

Section J. Income Disability

1. The Board agrees to pay the monthly premium for Income Disability insurance starting March 1, 1981 at 66-2/3% of gross salary after sixty (60) calendar days. The Board will contribute a maximum of .46% of gross salary.

Section K. Dental Insurance

1. The Board agrees to pay the monthly premium of $39.58 for family and $11.78 for single for dental coverage on all bargaining unit personnel and their dependents effective July 1, 1985. Should these premiums increase during the term of this agreement, the Board agrees to increase its premium payment accordingly.

2. In the event the board decides to select a different insurance carrier during the term of this agreement, it agrees that any new plan will provide coverage equal to or better than the plan previously in effect.

ARTICLE VI - LEAVE OF ABSENCE

Section A. Rules Governing

1. The Board shall continue to pay all benefits which accrue to any teacher covered by this contract on leave with pay.

2. All teachers covered by this contract, on leave, shall retain seniority rights.

3. Any person on leave of absence shall be returned to their original campus and to their original position, or a position equivalent to the one previously held.

Section B. Sick Leave

1. All faculty members shall be credited with twelve (12) days of sick allowance per year, with maximum accumulation up to 120 days.

2. Each faculty member will be informed as of September, by the Campus Administrator, of the status of accumulated sick leave during each academic year.

3. An employee who is absent more than five (5) days because of illness shall submit a physician's certificate attesting to the illness.

4. The employee retains all benefits under this contract for the duration of the illness in accordance with the contractual agreement.

5. Sick leave shall be allowed for, and the Board shall treat pregnancy, childbirth, false pregnancy, termination of pregnancy and recovery therefrom, and any temporary disability resulting therefrom, as any other temporary disability for all job related purposes.

6. Use of sick leave will be allowed (up to a maximum of six [6] days per school year) in the event of illness to family members. Sick leave for family illness is non-accumulative.

Section C. Child Rearing

1. Upon request and application, a teacher shall be granted child rearing leave for the purpose of rearing a newly born or newly adopted preschooler. Requests for such leave of absence shall be made to the District Director, in writing, at least (60) days prior to commencement of the leave.

2. Such leave shall be for not more than one (1) year unless by mutual agreement.

3. A teacher shall be returned to their original position or to a position equivalent to the one previously held, and job seniority shall continue for duration of such leave.

4. Reinstatement shall occur after one (1) year of date of leave, or at beginning of the school year.

5. An employee obtaining leave of absence for child rearing from the district under the provisions of this article shall not receive wages for the duration of such leave. The employee shall be permitted to make his/her own and the Board's contribution to all benefits requiring such contributions. Total duration of leave shall not be more than one (1) year, including sick leave.

6. A teacher may be granted such a leave only once with respect to any individual child; and, in the event that both parents of such child are employed as teachers in the district, only one parent may request such leave.

7. A teacher returning from a child rearing leave of absence shall resume teaching duties at the start of a semester.

8. The employee shall notify the district prior to March 14 for returning the fall semester or sixty (60) days prior to the start of the spring semester.

9. During the period of child rearing leave of absence, a teacher may not engage in any substantial employment or occupation for remuneration, profit, or other gain during the normal school year that is different from any outside employment or occupation of the teacher prior to commencing such leave.

Section D. Bereavement Leave

1. An employee who is absent because of the death of a member of their family; namely, spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, grandparents and grandchildren, shall be paid for the time lost from their regular scheduled duties for a period up to five (5) days per death.

2. Bereavement leave may also be applied for other members of a family or special relationship upon application and the existence of circumstances.

3. Bereavement leave shall not be deducted from accumulated days of sick leave.

Section E. Military Leave and Reserve Time

1. All teachers covered by this agreement, ordered to military service will be granted a leave of absence, upon presenting a copy of the official orders.

2. Teachers covered by this agreement affected by this leave must return to school within six (6) months after their release form military service. They shall be eligible for placement in the salary bracket which they would have attained during their leave, without loss of seniority.

3. Every effort shall be made to place returning teachers covered by this agreement who have sustained physical handicaps while in military service.

4. A teacher covered by this agreement, who is a member of a reserve component of the Armed Forces, who is required to enter upon active training duty, or temporary service, shall be paid the difference between the amount of pay they received from the federal or state government for such duty and their normal earnings calculated on the basis of their normal weekly salary (based on seven (7) days per week) for the time lost while on such duty up to a maximum period of four (4) weeks per year. Such items as subsistence, rental or travel allowance shall not be included in determining pay received from the government. Any per diem will be considered as additional pay.

Section F. Sabbatical Leave

1. Sabbatical leave may be granted teachers covered by this agreement after successfully and continually performing their duties for a period of six (6) years for the purpose of attaining advanced degree study, necessary work experience, or other approved reasons for a period not to exceed one (1) year at one-half (1/2) of their salary, with continuing seniority. Sick leave benefits are not accumulated. A step on salary schedule will be granted for the period of time on sabbatical leave.

2. Such leave, if granted, shall be made on a seniority basis where other qualifications are equal.

Section G. Personal Leave

1. Upon request, one (1) day personal leave shall be granted and additional days may be granted at the discretion of the Campus Administrator. This administrative leave shall not be deducted from the teacher's accumulated sick leave.

Section H. Government Service

1. All teachers covered by this agreement appointed to government service may be granted a leave of absence, without pay, upon application to the Board.

(a) The teacher shall be returned to their original position or to a position equivalent to the one previously held.

2. Job seniority and benefits shall accrue to the teacher for the period of their leave.

Section I. Civic Participation Leave

1. Upon request, a teacher shall be granted such leave without pay.

2. Such leave includes, but is not limited to, the following:

(a) Appointment to an office in a federal, state, county or municipal government or a subdivision thereof.

(b) Acceptance of an assignment as a volunteer in the Peace Corps, VISTA, exchange teaching, or other programs.

3. The teacher shall, upon request by February 15, be reinstated the following academic year in accordance with seniority rules.

4. Upon return, the teacher shall be placed in their original position, or in a position equivalent to the one previously held.

5. Job seniority shall accrue to the teacher for the period of such office or assignment.

Section J. Industrial Leave

1. A teacher requesting leave to acquire experience and knowledge in their field of study as an employee in industry may be granted such leave for the period necessary in the opinion of the Board. The teacher shall accumulate their seniority for the period of such employment.

2. The leave shall not exceed the period of one (1) year, and the period of such leave shall be determined in writing prior to the granting of such leave. In the event that the period of such leave is over during the school year, the Board shall have the election of reinstating such employee at the termination of said leave or the following September.

3. A teacher on leave shall, if they so desire, be permitted to make their own and the Board's contribution to all benefits requiring such contribution.

4. The Board shall pay the teacher the difference between the annual job salary for the year of employment with the private employer and the 38-week contractual salary of the teacher as an employee of the district. If the period of employment is less than one (1) year, or if the teacher works less than full-time, the benefits from the district will be decreased and prorated accordingly.

5. Job seniority and benefits shall accrue to the teacher during this period.

6. The teacher shall sign a note for any pay difference received. Said note to be cancelled by the Board if the teacher teaches in the school system for a period of two (2) years, dies, or becomes permanently disabled.

Section K. Educational Leave

1. Upon request, one (1) teacher per year shall be granted educational leave for the purpose of additional study in their field. The additional study must be directly related to the applicant's present job assignment.

2. The applicant shall have obtained a standard certification in their field and the applicant shall have a history of evaluation by administration indicating above-average performance. The program the applicant is teaching must be successful in terms of enrollment standards, successful placement ratios, and be cost effective as to other programs.

3. Previous staff development activities of individuals must indicate professional contribution to their present assignment, the district, or vocational education in general. The applicant must be an active member in appropriate professional and trade associations.

4. The applicant shall carry the number of credits as required for full-time students, and is expected to maintain a satisfactory grade point average.

5. The applicant on leave shall, if they so desire, be permitted to make their own and the Board's contribution for all fringe benefits requiring such contribution. Longevity for salary purposes and seniority shall not accrue for the teacher for the period of the leave.

6. The applicant granted an educational leave shall agree in writing to return to the district for employment for the two (2) years immediately following this leave before terminating employment.

Section L. Health Leave

1. Upon request and application, a teacher shall be granted such leave without pay.

2. Such leave includes physical or mental illness.

3. Such leave of absence shall be granted only upon the recommendation of a physician.

4. Such leave shall be for not more than one (1) year unless by mutual agreement.

5. A statement from the physician recommending return to work must be presented to the Board prior to reinstatement. The Board reserves the right to obtain their own physician if the situation warrants it.

6. A teacher shall be returned to their original position or to a position equivalent to the one previously held.

7. Reinstatement shall occur after one (1) year of date of leave or at the beginning of the school year.

Section M. Professional Leave

1. Leave for participation in professional meetings and activities of a professional nature may be granted at the discretion of the proper administrator.

Section N. Jury Duty

1. Any employee receiving a summons for jury duty shall immediately inform their immediate supervisor of such a fact and the time, date and court where the employee is to report. Any employee selected for jury duty shall be paid by the district for the differential between their regular salary and all sums paid for such jury duty for the period of time they are required to serve. When released from jury duty during working hours, the teacher will immediately return back to work if practical.

Section O. Mid-Career Leave

1. This leave may be granted to an instructor, upon written application. Seniority shall be the determining factor in cases of multiple applicants.

2. This leave shall be limited to one employee per campus per year, and only once per teacher's term of employment.

3. The teacher making such application must have been a full-time employee of the district for at least ten (10) years at the time of the application for leave. The deadline for application will be February 15 of the school year preceeding the school year in which the leave will occur.

4. The duration of this leave shall be limited to one (1) year.

5. This leave shall be granted without pay.

6. The teacher on leave will be considered an employee of the district and will be covered by the terms of the Master Contract.

7. The applicant on leave shall be permitted to make their own contributions and the Board's contributions for all fringe benefits requiring such contributions. Longevity for seniority purposes shall be maintained for the period of this leave.

8. A teacher's intent to return to the district shall be communicated in writing to the board before February 15 of the school year preceding the school year in which the teacher intends to return from leave, and shall be reinstated in their original position or an equivalent position.

ARTICLE VII - RULES - GOVERNING COLLECTIVE BARGAINING AND THIS AGREEMENT

Section A. Conformity to Law

1. If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable to be performed or enforced except to the extent permitted by law. With consultation from the Union, modifications to rectify any such provision may be made during the life of this agreement without reopening negotiations.

2. In the event that any non-negotiable items, as defined in Wisconsin Labor Law or court finding, is inadvertently negotiated or included in this agreement, then all references to such non-negotiable item or items shall be null and void.

3. In the event that any portion of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

Section B. Contract Terms

1. The articles in this agreement supersede and over-ride items in our individual agreement or contract. Present rules and regulations of the Board, where not in conflict with this agreement, shall apply.

Section C. Contract Duration

1. This agreement shall remain in full force and effect to and including June 30, 1987. Upon service of notice and mutual agreement, negotiations shall begin no later than January 20, 1987.

Section D. Contract Negotiations

1. The parties agree that all negotiable items have been discussed during negotiations leading to this agreement and therefore agree that negotiations will not be reopened on any item whether contained herein or not, during the life of this agreement.

Section E. No Strike

1. The Union agrees not to strike during the term of this contract.

1985-86 SCHOOL CALENDAR

ASHLAND CAMPUS

1st SEMESTER

89 Teaching Days (Registration and Testing included) [2]

◇1 Inservice Days

④ Holidays

■ Non-Contract Days

△1 Teacher Work Days

95 Contract Days

[ ] Classes Starting and Ending

AUGUST 1985

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 1985

1	②	◇3	△4	[5]	[6]	7
8	[9]	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

18/21

OCTOBER 1985

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23/23

NOVEMBER 1985

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	㉘	㉙	30

19/21

DECEMBER 1985

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	■	■	■	■	■	28
29	■	■				

15/15

JANUARY 1986

			①	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	[21]	[22]	[23]	24	25
26	27	28	29	30	31	

14/15 8/8

FEBRUARY 1986

						1
2	3	4	5	6	7	8
9	◇10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

19/20

MARCH 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	■	■	■	㉗	㉘	29
30	㉛					

15/18

APRIL 1986

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

22/22

MAY 1986

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	㉖	27	28	29	30	31

21/22

JUNE 1986

1	2	3	4	[5]	△6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

4/5

2nd SEMESTER

89 Teaching Days (Registration and Testing included) [1]

◇1 Inservice Days

④ Holidays

■ Non-Contract Days

△1 Teacher Work Days

95 Contract Days

190 Total Year Contract Days

1985-86 SCHOOL CALENDAR

NEW RICHMOND CAMPUS

1st SEMESTER

88 Teaching Days (Registration and Testing included) [2]

◇1 Inservice Days

③ Holidays

■ Non-Contract Days

△1 Teacher Work Days

93 Contract Days

[ ] Classes Starting and Ending

AUGUST 1985

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 1985

1	2	△3	[4]	[5]	◇6	7
8	[9]	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

18/20

OCTOBER 1985

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23/23

NOVEMBER 1985

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	㉘	■	30

19/20

DECEMBER 1985

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	■	■	㉕	■	■	28
29	■	■				

15/16

JANUARY 1986

			①	■	■	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	[22]	[23]	[24]	25
26	△27	[28]	29	30	31	

13/14 6/7

FEBRUARY 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

20/20

MARCH 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	㉗	㉘	29
30	㉛					

18/21

APRIL 1986

		①	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	◇18	19
20	21	22	23	24	25	26
27	28	29	30			

20/22

MAY 1986

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	㉖	27	28	29	30	31

21/22

JUNE 1986

1	2	3	4	[5]	△6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

4/5

2nd SEMESTER

89 Teaching Days (Registration and Testing included) [2]

◇1 Inservice Days

⑤ Holidays

■ Non-Contract Days

△2 Teacher Work Days

97 Contract Days

190 Total Year Contract Days

1985-86 SCHOOL CALENDAR

RICE LAKE CAMPUS

1st SEMESTER

87 Teaching Days (Registration and Testing included) [2]

◇0 Inservice Days

④ Holidays

Non-Contract Days

△ Teacher Work Days

91 Contract Days

[ ] Classes Starting and Ending

AUGUST 1985

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	[19]	[20]	[21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER 1985

1	②	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER 1985

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER 1985

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	㉘	㉙	30

DECEMBER 1985

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20]	21
22	■	㉔	㉕	■	■	28
29	■	■				

JANUARY 1986

			■	◇2	△3	4
5	[6]	[7]	[8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	◇27	㉘	29
30	㉛					

APRIL 1986

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 1986

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15]	△16	17
18	19	20	21	22	23	24
25	㉖	27	28	29	30	31

JUNE 1986

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2nd SEMESTER

91 Teaching Days (Registration and Testing included) [2]

◇2 Inservice Days

④ Holidays

■ Non-Contract Days

△2 Teacher Work Days

99 Contract Days

190 Total Year Contract Days

1985–86 SCHOOL CALENDAR

1st SEMESTER

SUPERIOR CAMPUS

89 Teaching Days (Registration and Testing included) [2]
◇1 Inservice Days
④ Holidays
10 ■ Non-Contract Days
△1 Teacher Work Days
95 Contract Days
[ ] Classes Starting and Ending

AUGUST 1985

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	◇29	△30	31

0/2

SEPTEMBER 1985

1	②	[3]	[4]	[5]	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

20/21

OCTOBER 1985

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

23/23

NOVEMBER 1985

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	■	㉘	㉙	30

18/20

DECEMBER 1985

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	■	■	㉕	■	■	28
29	■	■				

15/16

JANUARY 1986

			■	■	■	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	[22]	△23	◇24	25
26	[27]	[28]	[29]	30	31	

13/13

FEBRUARY 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

20/20

MARCH 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	■	■	㉖	㉗	㉘	29
30	31					

16/19

APRIL 1986

		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

22/22

MAY 1986

				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	㉖	27	28	29	30	31

21/22

JUNE 1986

1	2	3	4	5	[6]	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

5/5

2nd SEMESTER

89 Teaching Days (Registration and Testing included) [2]
◇1 Inservice Days
④ Holidays
2 ■ Non-Contract Days
△1 Teacher Work Days
95 Contract Days
190 Total Year Contract Days

1986-87 SCHOOL CALENDAR

ASHLAND CAMPUS

1st SEMESTER

89 Teaching Days (Registration and Testing included) [2]

◇1 Inservice Days

④ Holidays

△1 Teacher Work Days

■ Non-Contract Days

95 Contract Days

[ ] Classes Starting and Ending

AUGUST 1986

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 1986

	①	◇2	△3	[4]	[5]	6
7	[8]	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19/22

OCTOBER 1986

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23/23

NOVEMBER 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	㉗	㉘	29
30						

18/20

DECEMBER 1986

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
■	■	■	■	■	■	■
■	■	■	■			

15/15

JANUARY 1987

				①	■	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	[22]	[23]	24
25	[26]	27	28	29	30	31

14/16 6/6

FEBRUARY 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	◇16	17	18	19	20	21
22	23	24	25	26	27	28

19/20

MARCH 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22/22

APRIL 1987

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	■	⑰	18
19	⑳	㉑	22	23	24	25
26	27	28	29	30		

18/22

MAY 1987

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	㉕	26	27	28	29	30
31						

20/21

JUNE 1987

	1	2	3	[4]	△5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

4/5

2nd SEMESTER

89 Teaching Days (Registration and Testing included) [1]

◇1 Inservice Days

④ Holidays

■ Non-Contract Days

△1 Teacher Work Days

95 Contract Days

190 Total Year Contract Days

9

772

773

1986-87 SCHOOL CALENDAR

NEW RICHMOND CAMPUS

1st SEMESTER

86 Teaching Days (Registration and Testing included) ☐

◇1 Inservice Days

④ Holidays

■ Non-Contract Days

△2 Teacher Work Days

93 Contract Days

⊏ ⊐ Classes Starting and Ending

AUGUST 1986

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER 1986

	①	$\boxed{2}$	$\boxed{3}$	△4	◇5	6
7	$\boxed{8}$	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

19/22

OCTOBER 1986

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23/23

NOVEMBER 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	㉗	■	29
30						

18/19

DECEMBER 1986

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	■	■	■	㉕	■	27
28	■	■	■			

15/16

JANUARY 1987

				①	■	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	△$\boxed{20}$	$\boxed{21}$	$\boxed{22}$	◇23	24
25	$\boxed{26}$	27	28	29	30	31

11/13 7/8

FEBRUARY 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

20/20

MARCH 1987

1	2	3	4	5	◇6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

21/22

APRIL 1987

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	⑯	⑰	18
19	⑳	■	22	23	24	25
26	27	28	29	30		

18/21

MAY 1987

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	㉕	26	27	28	29	30
31						

20/21

JUNE 1987

	1	2	3	$\boxed{4}$	△5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

4/5

2nd SEMESTER

90 Teaching Days (Registration and Testing included) ☐

◇2 Inservice Days

④ Holidays

■ Non-Contract Days

△1 Teacher Work Days

97 Contract Days

190 Total Year Contract Days

1986-87 SCHOOL CALENDAR

RICE LAKE CAMPUS

1st SEMESTER

87 Teaching Days (Registration and Testing included) [2]

◇0 Inservice Days

⑤ Holidays

■ Non-Contract Days

△1 Teacher Work Days

93 Contract Days

[ ] Classes Starting and Ending

AUGUST 1986

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	[18]	[19]	[20]	21	22	23
24	25	26	27	28	29	30
31						

10/10

SEPTEMBER 1986

	①	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

21/22

OCTOBER 1986

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

23/23

NOVEMBER 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	㉗	㉘	29
30						

18/20

DECEMBER 1986

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	[19]	20
21	△22	■	㉔	㉕	■	27
28	■	■	■			

15/19

JANUARY 1987

				■	■	3
4	◇5	[6]	[7]	[8]	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

19/20

FEBRUARY 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

20/20

MARCH 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

22/22

APRIL 1987

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	◇16	⑰	18
19	⑳	21	22	23	24	25
26	27	28	29	30		

19/22

MAY 1987

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	[15]	16
17	△18	19	20	21	22	23
24	㉕	26	27	28	29	30
31						

11/12

JUNE 1987

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

2nd SEMESTER

91 Teaching Days (Registration and Testing included) [2]

◇2 Inservice Days

③ Holidays

■ Non-Contract Days

△1 Teacher Work Days

97 Contract Days

190 Total Year Contract Days

1986-87 SCHOOL CALENDAR

SUPERIOR CAMPUS

1st SEMESTER

89 Teaching Days (Registration and Testing included) [2]
◇1 Inservice Days
④ Holidays
10 ■ Non-Contract Days
△1 Teacher Work Days
95 Contract Days
[ ] Classes Starting and Ending

AUGUST 1986

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	◇28	△29	30
31						

SEPTEMBER 1986

	①	[2]	[3]	[4]	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 1986

			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 1986

						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	■	㉗	■	29
30						

DECEMBER 1986

	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	■	■	■	㉕	■	27
28	■	■	■			

JANUARY 1987

				①	■	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	[21]	△22	◇23	24
25	[26]	[27]	[28]	29	30	31

FEBRUARY 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH 1987

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL 1987

			1	2	3	4
5	6	7	8	9	10	11
12	■	■	⑮	⑯	⑰	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY 1987

					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	㉕	26	27	28	29	30
31						

JUNE 1987

	1	2	3	4	[5]	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

2nd SEMESTER

89 Teaching Days (Registration and Testing included) [2]
◇1 Inservice Days
④ Holidays
2 ■ Non-Contract Days
△1 Teacher Work Days
95 Contract Days
190 Total Year Contract Days

773

779

APPENDIX "B"
Salary Schedule

ARTICLE I - GENERAL PROVISIONS

Section A. Salary Classification

1. The teachers' Salary Schedule recognizes only certified and qualified personnel, equating past teaching experience, trade or business experience, and military experience, and establishes an annual wage level for each teacher.

2. Upon satisfactory completion of a school year, a teacher may advance one (1) step vertically from their previous status for the ensuing consecutive school year for full-time teaching. Each step represents an increment. Hortizontal movement by classification is evaluated upon completion of educational participation. Column I is designated the Baccalaureate Degree classification, including non-degree personnel; Column II is designated the Master's Degree classification; and Column III is designated the Educational Specialist or a bonafide Doctoral candidate classification.

3. Placement of non-degree instructors will be according to the following parameters:

a. B.S. equivalency is equal to seven (7) years of verifiable occupational experience.

b. M.S. equivalency is equal to a B.S. degree plus 7 years of verifiable occupational experience.

This occupational experience must be in the instructor's area of teaching. In the year in which an instructor moves from the Bachelor's lanes to the Master's lane under this provision, that instructor shall not receive an experience increment.

Section B. Salary Schedule Credits

1. The Board will allow on a year-for-year basis up to five (5) years teaching credit for teaching experience in other school systems. This credit is to be awarded on the basis of the Salary Schedule currently in force. Under unusual conditions, the Board reserves the right, upon the recommendation of the District Director, to grant additional teaching experience beyond the first five (5) steps, where in the opinion of the Board and the Director the special abilities of the prospective teacher and/or the educational needs of the district warrant the special consideration.

2. Credit on the Salary Schedule is granted to appointees for previous work experience when such experience is in the field the instructor is teaching. This will be on the basis of one-half (1/2 year's teaching credit for each twelve (12) months period of actual experience and cannot exceed four (4) steps on the Salary Schedule.

3. Military Service: A veteran shall be granted one-half (1/2) year's teaching credit for each twelve (12) months unit of military service. In no case may a veteran receive credit in excess of two (2) increment steps on the Salary Schedule for military service.

4. The implementation of these paragraphs shall not affect any teacher currently on staff.

SALARY SCHEDULE
1985-86

STEP	NON-DEGREE	+ 40 CR	+ 80 CR	BACCALAUREATE	+ 10 CR	+ 20 CR	MASTER	+ 10 CR	+ 20 CR	DOCTORATE OR ED SPECIALIST
1	18,613	18,813	19,013	18,613	18,813	19,013	20,343	20,543	20,743	21,291
2	19,266	19,466	19,666	19,266	19,466	19,666	21,092	21,292	21,492	22,040
3	19,919	20,119	20,319	19,919	20,119	20,319	21,842	22,042	22,242	22,790
4	20,572	20,772	20,972	20,572	20,772	20,972	22,591	22,791	22,991	23,540
5	21,225	21,425	21,625	21,225	21,425	21,625	23,341	23,541	23,741	24,289
6	21,878	22,078	22,278	21,878	22,078	22,278	24,091	24,291	24,491	25,039
7	22,532	22,732	22,932	22,532	22,732	22,932	24,840	25,040	25,240	25,789
8	23,185	23,385	23,585	23,185	23,385	23,585	25,590	25,790	25,990	26,538
9	23,838	24,038	24,238	23,838	24,038	24,238	26,340	26,540	26,740	27,288
10	24,491	24,691	24,891	24,491	24,691	24,891	27,089	27,289	27,489	28,037
11	25,144	25,344	25,544	25,144	25,344	25,544	27,839	28,039	28,239	28,787
12	25,797	25,997	26,197	25,797	25,997	26,197	28,589	28,789	28,989	29,537
13	26,450	26,650	26,850	26,450	26,650	26,850	29,338	29,538	29,738	30,286
14							30,088	30,288	30,488	31,036

Bachelors or Masters + 10 Credits = $200
Bachelors or Masters + 20 Credits = $400

Non-Degree + 40 Credits = $200
Non-Degree + 80 Credits = $400

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SALARY SCHEDULE
1986-87

STEP	NON-DEGREE	+ 40 CR	+ 80 CR	BACCALAUREATE	+ 10 CR	+ 20 CR	MASTER	+ 10 CR	+ 20 CR	DOCTORATE OR ED SPECIALIST
1	19,404	19,604	19,804	19,404	19,604	19,804	21,208	21,408	21,608	22,196
2	20,085	20,285	20,485	20,085	20,285	20,485	21,988	22,188	22,388	22,977
3	20,766	20,966	21,166	20,766	20,966	21,166	22,770	22,970	23,170	22,759
4	21,466	21,666	21,866	21,466	21,666	21,866	23,551	23,751	23,951	24,540
5	22,127	22,327	22,527	22,127	22,327	22,527	24,333	24,533	24,733	25,321
6	22,808	23,008	23,208	22,808	23,008	23,208	25,115	25,315	25,515	26,103
7	23,490	23,690	23,890	23,490	23,690	23,890	25,896	26,096	26,296	26,885
8	24,170	24,370	24,570	24,170	24,370	24,570	26,678	26,878	27,078	27,666
9	24,851	25,051	25,251	24,851	25,051	25,251	27,459	27,659	27,859	28,448
10	25,532	25,732	25,932	25,532	25,732	25,932	28,240	28,440	28,640	29,229
11	26,213	26,413	26,613	26,213	26,413	26,613	29,022	29,222	29,422	30,010
12	26,893	27,093	27,293	26,893	27,093	27,293	29,804	30,004	30,204	30,792
13	27,574	27,774	27,974	27,574	27,774	27,974	30,585	30,785	30,985	31,573
14	-	-	-	-	-	-	31,367	31,567	31,767	32,355

Bachelors or Masters + 10 Credits = $200
Bachelors or Masters + 20 Credits = $400

Non-Degree + 40 Credits = $200
Non-Degree + 80 Credits = $400

03-05-86/mc(SS1/#D)

APPENDIX "C"

EXTRA-CURRICULAR ACTIVITIES

Presently active clubs or organizations and any future extra-curricular activities which are approved by the local school administrator will be reimbursed for such activities on the basis as listed below. Also, for the benefit of the instructors and the students, only one (1) extra-curricular activity is to be handled by an instructor, except in approved cases.

It is understood that the duties involved with extra-curricular activities is beyond a normal teaching working day.

Individuals approved as advisors will be issued letters of appointment for extra-curricular activities by September 15. It is understood that all appointments for reimbursement will be from the instructional staff.

Publications:	Each Individual Assigned	
	1985-86	1986-87
School paper - One Advisor	$620 (Major advisor)	$646
One Assistant	$401 (Assistant)	$418
School Year Book - One Advisor	$583	$608
Clubs:		
National or State Affiliated (5 clubs maximum)	$548	$571
Local Clubs (3 clubs maximum)	$401	$418
Student Senate, Governing Board, or Council	$583	$608

Basketball Coach			1985-86	1986-87
1985-86	1986-87			
$474	$494	Per league game	$67	$70
		For non-league game	$52	$54

League in this stipulation is interpreted as belonging to the WTCC or a comparable educational conference.

Intramural		1985-86	1986-87
Per approved athletic activity (Meetings must be held after the normal teaching working day)	For 6-9 meetings	$147	$153
	For 10 and above meetings	$219	$228

SUPPLEMENT TO CONTRACT

The following working conditions are agreed upon by both parties to apply to those employees teaching more than ten (10) consecutive weeks but less than one semester (18 weeks if the unit of instruction is not offered on a semester basis), and teaching at least fifty percent (50%) of a full-time teaching schedule, and also to those employees employed in projects such as ABE, J.T.P.A., Vocational Education, or under any similar arrangement.

These annual working conditions are in effect for those employees as identified above only for the duration of the project and are prorated accordingly for projects of less than one (1) year.

I. Holidays

a) Employees employed as specified above shall receive eight (8) paid holidays per calendar year, as identified on the 1985-86 and 1986-87 Calendars, Appendix "A".

b) Paid holidays are allowed only when those identified fall within the duration of any specific project.

II. Health Insurance

a) For employees represented by this agreement, the Board will provide medical care benefits as described in the WITI Master Plan Document and pay the monthly premiums of $170.26/family and $63.76/single during fiscal 1985-86 and 1986-87. If these premiums increase prior to June 30, 1987, the Board will pay the increased amount.

For those employees employed less than full time, the Board will pay a prorated share of the health insurance premium with the employee contributing the balance of the appropriate premium. This prorated plan is optional. An employee must designate option within the first week of employment to qualify. The percentage of Board contribution will be as follows:

1) 25-29 hours/wk: 80%

2) 18-24 hours/wk: Direct proration based on number of hours worked.

III. Life Insurance

a) The Board shall participate in group life insurance for those teachers covered by this supplement.

b) The Board agrees to pay one hundred percent (100%) of the teachers' share of the Group Life Insurance.

IV. Class Load

a) Teachers employed under the ABE Project will have a maximum class load of fifteen (15) students per class hour, per instructor. An overload may be so scheduled if agreed upon by instructor and administrator.

b) Maximum class load for all other project employees will be determined as identified in the project.

V. Sick Leave

a) All teachers as identified above shall be granted with the maximum of twelve (12) days of sick leave allowance per year for full-time employment, with maximum accumulation of one-hundred-twenty (120) days. For projects whose duration is less than fifty-two (52) weeks, sick leave granted will be prorated accordingly.

b) Employees utilizing paid sick leave will be allowed sick leave only within the duration of the project.

c) An employee who is absent for more than five (5) days because of illness shall submit a physician's certificate attesting to the illness.

VI. Child Rearing

a) Child rearing leave as per ARTICLE VI, Section C., under Master Contract will be granted to all teachers as identified above only if project is continuous and is operating upon release from physician to return to work.

VII. Bereavement and Personal Leave

a) Bereavement and personal leave as per Master Contract will be allowed for those teachers as identified above only within the duration of project length.

VIII. Sabbatical Leave

a) Sabbatical leave may be granted a teacher as identified above after successfully and continually performing their duties for a period of six (6) accumulated years of project employment.

IX. Military Leave

a) Military leave as per Master Contract, ARTICLE VI, Section E., for all teachers as identified above will be granted only if project is operating following release from military service.

X. In-Service Meetings

a) All teachers as identified above will be allowed to participate in district-wide in-service meetings that are appropriate to their instructional field as approved by their immediate supervisor.

XI. Wisconsin Retirement System

a) The Board shall pay the total amount of each teacher's contribution to the Wisconsin State Teachers' Retirement System up to six percent (6%) of the salary earned under this contract.

XII. Salary

a) Those employees covered by the supplement to the contract shall be paid the following hourly rate: 1985-86 - $11.96; and 1986-87 - $11.96. This rate shall be adjusted annually to correspond with regular staff (beginning of the school year).

b) The rate of pay for the Career Education Evaluators shall be determined by their placement on the Salary Schedule in the manner agreed upon by the parties June 25, 1980, and shall be adjusted annually to correspond with regular staff.

XIII. Dental Insurance

1. The Board agrees to pay the monthly premium of $39.58 for family and $11.78 for single dental coverage on all bargaining unit personnel and their dependents effective July 1, 1985. Should these premiums increase during the term of this agreement, the Board agrees to increase its premium accordingly.

2. In the event the Board decides to select a different insurance carrier during the term of this agreement, it agrees that any new plan will provide coverage equal to or better than the plan previously in effect.

For those employees employed less than 30 hours per week, the Board will pay the prorated share of the dental plan with the employee contributing the balance of the full cost of the appropriate premium. This prorated plan is optional. An employee must designate option within the first week of employment to qualify. The percentage of Board contribution will be as follows:

1) 25-29 hours/week: 80%

2) 18-24 hours/week: Direct proration based on number of hours worked.

CONTRACT AGREEMENT

This agreement and each of its provisions shall be binding on both parties from July 1, 1985 and shall continue in effect to June 30, 1987.

Dated this 14th day of July, 1986.

Wisconsin Indianhead Federation of Teachers, Local 395	Wisconsin Indianhead Vocational, Technical and Adult Education Board
Jean Riedasch President	Chairman
Bruce A. Nelson Chairman, Negotiating Committee	Joyce Benson Secretary

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Junior Colleges JUL 15 1988